

## Information for New Residents



*Glenmore Community Association*

### Useful Contact Information:

**GCA:** Email: *gca@glenmore-community.org*  
Website: *glenmore-community.org*

**Police/Fire** Emergency - call 911  
Non-emergency 977-9041

**Water:** Albemarle County Service Authority 977-4511

**Electricity:** Dominion Virginia Power (866) 366-4357  
or : *Central Virginia Electric Cooperative* 263-8336

**Cable TV/Phone/Internet:** Comcast (888) 266-2278

**Telephone/DSL internet:** CenturyLink 974-692

**Satellite TV:** DirectTV (800) 697-8405  
  
Dish Network (888) 975-1143

**Propane Gas:** Tiger Fuel 293-6157 or Amerigas 295-4194

**Trash Collection:** Dixon Disposal 978-2111

**Mail:** Keswick Post Office 295-5048

**Gatehouse:** 977-7019 or *gatehouse@embarqmail.com*

**Country Club:** 817-0506

**Equestrian Center:** 295-3276

**RV Lot:** 295-7526

## Welcome to Glenmore!

The Glenmore Community Association (GCA) welcomes you to our community. We hope you will find this information useful.

### What is the GCA?

The GCA is your homeowners' association. All residential property owners are automatically members and pay annual dues. Renters are also members, though they have no voting rights and pay no dues. The primary role of the association is to manage and maintain common areas and roads, and enforce governing regulations. If you purchased your property, you should have received a mass of legal information about us at that time, including the governing documents which you acknowledged and agreed to abide by. Just in case you have not studied every page in detail, some of the more important considerations are included in this document.

### Keeping in Touch

The GCA tries to keep all residents in touch through its monthly email Newsletter and the GCA website. You should sign up now at our **website** at **[glenmore-community.org](http://glenmore-community.org)**. In addition, we encourage owners to opt for electronic delivery of documents, including invoices, annual meeting invitation packets, and on-line voting, which avoids the cost and complexity of us having to mail this information to you.

The website also includes useful reference information, including an events calendar, board and committee members, application forms, newsletters, meeting minutes, regulations, legal documents, maps, as well as access to your gatehouse information. In addition, you can use the website to find answers to a lot of frequently asked questions which are not covered in this booklet, such as "who do I contact to repair my mailbox?".

Since we do not use a management company, we have no office or phone number. However, you can use the website to find out how to contact someone from the GCA directly. If in doubt, you can always send an email to [gca@glenmore-community.org](mailto:gca@glenmore-community.org) and it will be forwarded to the appropriate person.

### Does the GCA have a Property Manager?

No, the GCA is run by a volunteer **Board of Directors**, six of whom are elected, and one of whom is appointed by the Country Club owner. The day-to-day administration is in the hands of five part-time volunteers who receive a small compensation for their time. This approach has enabled the association to keep its operating expenses at a minimum. Please note that we do not have an office or phone number. Details of board members and paid volunteers are provided on our website, **[glenmore-community.org](http://glenmore-community.org)**.

### Gatehouse

Our gatehouse is staffed 24 hours a day, and is one of the largest categories of expense paid from your annual dues. We contract with Securitas to provide the staffing, but the operation is managed by a sub-committee of residents known as the **Controlled Access Committee**. There is the full time gatehouse manager who is available on weekdays.

You should register your household vehicles with the gatehouse to provided automated entry using License Plate Recognition (LPR) technology. Once your license plate is entered into the system, you can use the resident's lane. Approach the gate at a gentle steady speed (you don't need to stop), and when the camera has recognized your plate, the green light will come on and the gate will open. If you don't see the green light, then stop and ask for

assistance. Each residence may register up to two vehicles belonging to non-resident family members who may also use this lane.

You may designate relatives or trusted regular visitors to be on your 'Permanent Guest List'. This authorizes the gatehouse to allow them entry through the visitor's lane at any time without contacting you. You should notify the gatehouse in advance for all other expected visitors, who will not be permitted entry without authorization from you.

The best way of notifying the gatehouse is on-line via the [gatehouse page](#) of our website, [glenmore-community.org](http://glenmore-community.org). You will be asked to set up a password the first time to access your gatehouse information. There, you can not only enter any visitors, but also add, edit, or delete your contact information, permanent guests, vehicles, family members, or absence periods and also access a directory of residents and phone numbers. Entries made on-line will automatically update the gatehouse system within less than a minute. Alternatively, you may call the gatehouse on **977-7019** or email them at [gatehouse@glenmore-community.org](mailto:gatehouse@glenmore-community.org). Bear in mind that emails may not be responded to immediately, so directly updating your information on-line is preferred when appropriate.

#### Glenmore Roads

The second category of expense funded by your dues is the maintenance of our roads. Roads within Glenmore are private, and are owned by the GCA on behalf of our residents, (with the exception of new roads under development). The GCA strives to maintain the roads in excellent condition, but it is a very expensive operation. Every year sections of the community are re-paved, sealed, or repaired. Snow-clearing is also provided. The **Glenmore Roads Committee** is responsible for these tasks.

The speed limit throughout Glenmore is 25 MPH. Please make sure that you and your visitors comply with this. Golf carts also have the right to use our roads - be careful when overtaking, and drive slowly when passing riders on horseback.

Parking on the grass or on the medians causes damage, and should be avoided. Overnight parking on roads is prohibited.

#### Common Areas

The third category of significant expenditure is the maintenance of common areas. These areas are managed by a committee of residents known as the **Common Area Review Board (CARB)**, which has established policies relating to their maintenance. Some grassed areas are routinely mown (such as center medians, shoulders of roads, and the Glenmore Way area). Others areas, primarily wooded, are left for nature to take its course. Park areas, landscaped beds, decorative trees, lakes, and walking paths are routinely maintained, as are traffic and other signs.

There are also 'country trails' within Glenmore which are used by both pedestrians and horse riders. No vehicles are allowed on these, and dogs need to be under control at all times. The trail section along the Rivanna River is open to the public as part of the Rivanna Trail, and is now managed by the county's Parks & Recreation department. A map is available on the GCA website showing the location of the country trails.

### Compliance with Regulations

The Covenants & Restrictions of Glenmore (C&Rs), which you agreed to comply with when you purchased your property, require that you maintain your property in good condition, and comply with a number of other requirements. A copy for the C&Rs is available on our website, [glenmore-community.org](http://glenmore-community.org).

Although most residents have no problem complying with these, occasional situations will arise where an owner may fail to do so. Most often this is associated with neglect of upkeep of the external appearance of the house or yard. Residents are encouraged to talk to their neighbors if such a situation exists, but if this is not successful you may report a potential issue to the GCA's **Compliance Officer** ([complicance@glenmore-community.org](mailto:complicance@glenmore-community.org)), who will review the situation and, if appropriate, take steps to remedy it with the owner on behalf of the community. The GCA Board of Directors has broad powers to enforce corrections, but fortunately most problems are resolved amicably with the owner.

Here are a few of the things you should keep in mind:

- You are expected to maintain your property in a manner in keeping with the community, and not let it become 'unkempt'.
- Addition of structures, or modifications to the exterior of your property, including removal of trees or landscaping modifications must be approved in advance (see later).
- Signs, including security signs, are generally not permitted, and must be pre-approved by the GCA.
- You are expected to mow the grass in front of your property up to the roadway.
- Overnight parking is not permitted on our roads. Work trucks must be garaged.
- Maintenance of your mailbox and post is your responsibility, but must conform to the approved Glenmore design and size.
- Toys, bicycles, and sports equipment must not be left out overnight.
- Dogs are required to be under the owner's control at all times, and waste matter must be picked up when being walked. waste stations are located at Highland Park and Glen Lochen Pond.

### Trash Collection

You are responsible for contracting your own trash removal with **Dixon Disposal**, which is the only trash collection business authorized to enter Glenmore for this purpose. They pick up trash each Wednesday morning. Dixon uses single-stream recycling, which means there is no need to separate recyclable materials yourself – just put everything in the trash container provided, and they will take care of separating it. Make sure you put the container out by the roadside no earlier than 6PM on Tuesday evening, and put it away on Wednesday as soon as possible after emptying. Dixon Disposal can be contacted at 978-2111 or via their website at [dixondisposal.com](http://dixondisposal.com).

### Contractor Hours

Commercial construction or lawn maintenance contractors are permitted entry only on weekdays between 7AM and 7PM (or dusk during daylight savings time), and on Saturdays between 8 AM and 4PM. No entry is allowed on Sundays.

### Clean-Ups

The GCA provides, at no cost, a series of clean-up opportunities for residents, comprising the following:

- Limb and Branch Pickup – twice yearly collection from roadside of fallen branches
- Leaf Pickup – yearly collection in the fall of leaf piles from roadside
- Dumpsters – large item disposal, one week, twice per year next to the soccer field.

### Utilities

All Glenmore homes are serviced by both cable (Comcast) and phone lines (CenturyLink). Both suppliers can now provide high-speed internet and phone, so you have a choice of provider for those. Cablevision also provides television, but you satellite is also an option. We do not have a natural gas supply, so home heating is either by means of underground propane gas tanks or electricity

### Scottish Homes and Bremerton Cottages

If you live in either of these communities, you are also members of your own local homeowners association, and are required to pay additional dues to it. They were established primarily to provide for communal maintenance of private lots, and also maintain local common areas. The common areas in these sections are jointly owned with the GCA, and are subject to joint maintenance agreements, by which the local association pays for lawn mowing, and the GCA is responsible for most other maintenance. When you sign up for GCA emails, you will also receive email communications from your local association. A special section of the GCA website is devoted to these two communities.

### Security

Although the gatehouse provides some control over vehicular entry, it does not in itself guarantee security of residents. Neither does it prevent people entering the community by foot elsewhere. We do not have a police force, and the gatehouse security officers are not authorized to act as police. Although the incidence of crime is low, we are not immune to it. So in the event of a suspected criminal activity, first call the police on 911, and subsequently let the gatehouse know. For reporting of non-emergency situations, call 977-9041.

We maintain good relations with the County of Albemarle Police Department through our Security Liaison Committee. We have installed security cameras on both inbound and outbound lanes at the entrance to Glenmore, which the police may access when investigating an incident. We also use police officers to patrol the community at night from time to time.

### Architectural & Landscaping Approvals

Glenmore has a two-tier process for approval of architectural plans:

All new construction must be approved by the **Architectural Review Board (ARB)**, which is administered by the developer, Glenmore Associates LP. The ARB must approve all new construction and landscaping plans for undeveloped lots. The developer appoints two voting board members, and the GCA appoints the third. The board is guided by professional building and landscape architects. Contact information is available on the GCA website.

Modifications to existing buildings and landscaping must be approved by the **Architectural Review Committee** of the GCA, which is comprised solely of GCA members. Approval or required for anything affecting the outside appearance of the property, such as changing exterior colors, removal of trees over 6" diameter, landscape modifications, building extensions, decks, and pools. Contact information and application form are available on the GCA website.

#### Country Club, Equestrian Center, and RV Lot

These three facilities within Glenmore are independently owned and operated, and have no direct affiliation with the GCA, other than the appointment of one of the GCA board members by the Country Club. Clearly the community benefits from their presence, and the GCA strives to work in cooperation with them. Because of the volume of traffic associated with its operation, the Country Club pays 25% of the cost of running the gatehouse and maintaining the stretch of road along Piper Way to the clubhouse.

Residents are encourage to make use of these facilities. Glenmore Country Club offers different levels of membership, encompassing social, fitness, tennis, swimming, and golf. The Equestrian Center offers a variety of riding instruction for the whole family, as well as boarding. The RV Lot provides the ability to conveniently store your large vehicle. You may contact them using the phone numbers provided at the front of this booklet.

#### Soccer Field

The soccer field off Carroll Creek road near the waste water treatment plant is available for residents to use, but is still owned and managed by the developer, Glenmore Associates LP.

#### Social Events

Because the community contains an active country club which runs a wide range of social events and clubs, the GCA does not organize such activities. Please contact the Glenmore Country Club for details.

#### Social Media

Many residents have signed up to "Nextdoor Glenmore", which provides the means for Glenmore neighbors to communicate with each other. You can check this out at *nextdoor.com*. Bear in mind this has no affiliation with the GCA.

#### GCA Meetings

The GCA Board of Directors meets on the third Thursday of each month, at 7PM in the Glenmore County Club. Residents are welcome to attend, and may address the board on any issue. The meeting agenda is posted on our website a few days in advance. The board also holds work sessions on the Wednesday of the prior week, which members may attend, but will not be able to address the board.

The annual meeting of the Association, to which all members are invited, takes place in February each year. Elections are held at this meeting for three directors, each serving a two-year term, for which advanced voting on-line and by ballot is made available to members. You are encouraged to consider volunteering for a position on the board once you have settled into the community – new residents can provide useful knowledge and insights.

### Questions?

The GCA exists for the benefit of all Glenmore homeowners. If you have any questions which are not answered here or on our website, please feel free to email us at ***[gca@glenmore-community.org](mailto:gca@glenmore-community.org)***, and we will do our best to assist you.

*Published by:*

Glenmore Community Association Inc.

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Keswick, VA 22947

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## **Declaration of Covenants & Restrictions of Glenmore**

THIS DECLARATION, made this 10th day of March 1992, by Glenmore Associates Limited Partnership, a Virginia limited partnership hereinafter called "Company" and Glenmore Community Association, Inc., hereinafter called "Association" or "Declarant".

### **W I T N E S S E T H:**

WHEREAS, the Company is the owner of the real property described in Article II of this Declaration and desires to create thereon a planned residential community with residential, and recreational uses to be known as "Glenmore"; and

WHEREAS, the Company desires to provide for the preservation of values and for the maintenance of common areas, facilities and services and for a vehicle for the administration, and enforcement of covenants and restrictions; and

WHEREAS, the Company will cause to be incorporated under the laws of the State of Virginia, a non-stock corporation, Glenmore Community Association, Inc., for the purpose of exercising the functions hereinafter set forth;

NOW THEREFORE, the Company declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements charges, assessments ("Assessments") affirmative obligations, and liens (all hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

### **Article I - Definitions**

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Affiliate" shall mean any corporation of which more than fifty percent (50%) of the voting stock is owned by the Company, and any partnership in which the Company has more than a fifty percent (50%) interest in the equity or the cash flow.
- (b) "Association" shall mean and refer to Glenmore Community Association, Inc., a Virginia non-stock corporation, its successors and assigns.
- (c) "Common Areas" shall mean and refer to those tracts or parcels of land with any improvements thereon which are deeded to the Association and designated in said deed or lease

as "Common Areas." The term "Common Areas" shall also include any personal property acquired or leased by the Association if said property is designated "Common Area." All Common Areas are to be devoted to and intended for the common use and enjoyment of the Members of the Association, their guests, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association.

(d) "Company" shall mean Glenmore Associates Limited Partnership, a Virginia Limited Partnership, its successors and assigns.

(e) "Country Club" shall mean and refers to any land and facilities which is privately owned by the Company, its successors, successors-in-title, or assigns, and which is operated as a country club with recreational facilities which may include a golf course, a club house, pool(s), tennis court(s) and all related and supporting facilities and improvements.

(f) "Development Unit Parcel" shall mean and refer to any parcel or tract of land within the Properties, conveyed by the Company to any third party under Covenants and Restrictions permitting the division of such parcel or tract into smaller land units. For the purposes of this Declaration, a parcel of land shall not be deemed a "Development Unit Parcel" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a Development Unit Parcel is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. A Development Unit Parcel, or portions thereof, shall remain classified as such until further subdivided and classifiable as a Residential Lot or Lots or Common Areas.

(g) "Equestrian Center" shall mean and refer to any land and facilities which is privately owned by the Company, its successors, successors-in-title, or assigns, and which is operated as an equestrian center with all related and supporting facilities, pastures, parcels and other improvements.

(h) "Family Dwelling Unit" shall mean and refer to any improved property or any property formerly classified a Residential Lot for which a building permit has been issued by the appropriate governmental authorities, which property is located within the Properties and intended for use as a Single Family Dwelling.

(i) "Glenmore" shall mean and refer to the lands in Albemarle County, Virginia, which are shown as a part of Glenmore on the Company's Master Plan as revised from time to time.

(j) "Master Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Glenmore. Since the concept of the future development of Glenmore is subject to continuing revision and change by the Company, present and future references to the Master Plan shall be references to the latest revision thereof.

(k) "Member" shall mean and refer to all those Owners and Tenants who are Members of the Association as defined in Section I of Article III.

(l) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, whether it be one (1) or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, or Development Unit Parcel situated within or upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or Tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia, a long-term contract of sale covering any land within the Properties, the Owner of such land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the land for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the land until all such payments are made, although the purchaser is given the use of said land.

(m) "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

(n) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as a site for a single family detached dwelling as shown upon any recorded final subdivision plat on any part of the Properties. No parcel shall, however, be classified as a Residential Lot until the first day of the month following the recording of a plat in the Clerk's office of the Circuit Court of Albemarle County, Virginia showing such Residential Lot.

(o) "Roads" shall mean and refer to those areas designated on plats as roads or roadways, other than publicly dedicated and accepted roads, and shall be deeded, at the discretion of the Company, to the Association, subject to the rights of ingress, egress and utilities.

(p) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit.

(q) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof, which has not been subdivided into and classified as Residential Lots, or Common Area through metes and bounds subdivision plats recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

## **Article II - Existing Property and Additions**

**Section 1. Existing Property.** The real property which is subject to these Covenants is described as follows:

All that tract or parcel of land, situated, lying and being in Albemarle County, Virginia, which is more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property". The Company plans to develop the Existing Property in accordance with a master plan. The Company reserves the right to review and modify the Master Plan and this statement shall not bind the Company, its successors and assigns, to adhere to the master plan in the development of the land shown hereon. Subject to its right to modify the Master Plan as stated herein, the Company shall convey to the Association certain properties, as in the reasonable exercise of its discretion it so chooses, without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Areas. The Company shall not be required to follow any predetermined sequence or order of improvements and development and it may bring within the plan of this Declaration, additional lands, and develop the same before completing the development of the Existing Property, subject to any necessary local governmental approvals. The Company shall have full power to add to, subtract from, or make changes in the master plan regardless of the fact that such actions may affect the relative maximum potential voting strength of the various types of membership of the Association, subject to any necessary local governmental approvals.

**Section 2. Additions to Existing Property.** Additional lands may become subject to, but not limited to, this Declaration in the following manner:

(a) The Company, its successors and assigns, or Frank A. Kessler shall have the right, without further consent of the Association or any Owner, to bring within the plan and operation of this Declaration additional property. Such property may be subject to this Declaration as one parcel or as several smaller parcels at different times. The additions of such property authorized under this paragraph may increase the cumulative maximum number of Residential Lots or Family Dwelling Units authorized in the Properties and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

The addition authorized under this subsection shall be made by recording a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient,

in the sole judgment of the Company, to reflect the different character, if any, of the added properties not, but such modifications shall have no effect upon the Property described in Section 1, Article II above, or upon any other additions to the Properties.

(b) Additional lands which become subject to this Declaration under the provisions of this Section II may in the future be referred to as a part of Glenmore. Also, the name Glenmore may be used by the Company or its assigns to refer to other nearby properties not subject to this Declaration.

### **Article III - Membership and Voting Rights in the Association**

Section 1. Membership. The Company shall be a Member of the Association, and a creditor who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. Every Owner and Tenant, unless otherwise specified, shall be a Member of the Association. Every owner shall be required to submit the name(s) of his Tenant(s) and the duration of their tenancy to the Secretary of the Association. The Association may issue to each member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Glenmore.

Section 2. Voting Rights. The Association shall have two (2) types of regular voting membership.

TYPE "A": Type "A" Members shall be all Owners, except the Company, of Residential Lots and Family Dwelling Units. A Type "A" Member shall be entitled to one (1) vote for each Residential Lot or each Family Dwelling Unit which he owns.

TYPE "B": The Type "B" Member shall be the Company, its successors and assigns. The Type "B" Member shall be entitled to three (3) votes for each Residential Lot or each Family Dwelling Unit it owns.

Payment of Special Assessments shall not entitle Members to additional votes.

When any property entitling the Owner to membership as a Type "A" Member of the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

(1) If only one (1) votes, in person or by proxy, his act shall bind all;

(2) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;

(3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;

(4) If the instrument or order filed with the Secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;

(5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members. The term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Section 4. Election of the Board of Directors.

(a) Each member of Type "A" and "B" Membership classes shall be entitled to as many votes as equals the total number of votes he is entitled to based on the number of Residential Lots and Family Dwelling Units owned.

Each voting member may cast the total number of votes to which he is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.

(b) The number of Residential Lots and Family Dwelling Units owned by Type "A" and "B" Members shall be determined by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

Section 5. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Membership meetings of the Association shall be as follows:

(a) The first time a meeting of the Members of the Association is called to vote on (i) an increase in the Maximum Regular Annual Assessment greater than that provided for by Section 7 of Article V hereof, (ii) a Special Assessment as provided for by Section 4 of Article V hereof, (iii) the gift or sale of any parcel of land and improvements thereon designated as a Common Area as provided for by subparagraph (f) of Section 3 of Article IV hereof, (iv) an Amendment to this Declaration as provided for by Section 2 of Article XII hereof, or (v) the termination of this Declaration as provided in Section I of Article XII hereof, the presence at the meeting of Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership required for such action shall constitute a quorum.

(b) The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, other than that described in subparagraph (a) above, the presence at the meeting of Members or proxies entitled to cast fifteen percent (15%) of the total vote of the Membership required for such action shall constitute a quorum.

If the required quorum is not present at any meeting described in subparagraphs (a) or (b) above, with the exception of any meeting called to vote on the termination of this Declaration described in subparagraph (a) above, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III section 5, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than fourteen (14) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 7. Ballots by Mail. When desired by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 5 of this Article III; provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

#### **Article IV - Property Rights in the Common Areas**

Section 1. Members' Easements of Enjoyment in Common Areas. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member, and every guest of such Member, shall have a right of easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Development Unit Parcel, or any Unsubdivided Land.

Employees of the Type "B" Member shall have access to and enjoyment of the Common Areas subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse, parents, and children who reside with such Member in Glenmore shall have the same easement of enjoyment hereunder as a Member.

Section 2. Title to Common Areas.

(a) The Company covenants for itself, its successors and assigns, that it shall convey Common Areas by deed to the Association, at no cost to the Association, and subject to (i) all restrictions and limitations imposed by this Declaration, including, without limitation, all rights of easement and rights of entry reserved unto the Company, its successors and assigns, in said Declaration, (ii) all other restrictions and limitations of record at the time of conveyance, (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said deed, (iv) deeds of trust of record (but the Company shall covenant to hold the Association and the property harmless from the lien secured by the deed of trust), and (v) any commitments by the Company to construct certain improvements thereon as stipulated in said deed; and, upon such conveyance, such parcels of land and any improvements thereon shall become Common Areas as designated in said deed.

(b) The Association shall not refuse the conveyance to it of any Common Area or road at such time as the Company, in its sole and uncontrolled discretion, deems it advisable to convey such property to the Association.

(c) Upon conveyance of any parcel or land and any improvements thereon as a Common Area by the Company or any other third party, the Association shall immediately become responsible for all maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors. It is the purpose of this provision to provide that the Association shall be responsible for all maintenance and operation of all Common Areas.

(d) Notwithstanding anything in the foregoing to the contrary, the Company reserves unto itself, its successors and assigns, and its agents, the right to enter upon any Common Area, for the purpose of constructing or maintaining indoor and outdoor recreational and community facilities thereon. The provisions of this paragraph shall in no way create any obligation on the part of the Company to construct or maintain any such facilities on said properties. The Company further reserves for itself, its assignees and successors the right to reserve and to grant to third parties such easements as it may deem necessary over Common Areas. The Company also reserves as an appurtenance to each lot or other property within Glenmore an easement for a lateral line to correct to the main water and sewer lines (whether they lie within Common Area or Roads) including the right to repair and replace the line provided the Owner of the lot or the property benefiting from the easement restores any disturbed area including pavement to its condition prior to the excavation. The lateral lines shall be run in a manner so as to minimize disturbance of any area.



(e) Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its By-laws, to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Areas and roads and providing services authorized herein and in aid thereof to mortgage said properties provided, however, that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Members voting in person or by proxy at a duly called meeting of the Association;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;

(c) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any Assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for each infraction of its published rules and regulations, it being understood that and suspension for either nonpayment of any Assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessment, and provide that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any, established by the Association for such use.

(d) The right of the Association to charge reasonable admission and other fees and dues for the use of recreational facilities and services on the Common Areas.

(e) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Areas.

(f) The right of the Association to give or sell all or any part of the Common Areas, including lease-hold interests, subject to (i) the limitations and restrictions, imposed by this Declaration and (ii) all other restrictions and limitations of record at the time of conveyance, to any public agency, authority, public service district, utility, or private concern for such purposes and subject to such conditions as may be agreed to by the Members; provided, however, that no such gift or sale of any parcel of land and improvements thereon, or determination as to the purposes or as to the conditions thereof, shall be effective unless such dedication, transfers, and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of

the votes cast at a duly called meeting of the Association. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer of any parcel of land and improvements thereon affecting the Common Areas prior to the recording thereto. Such certificates shall be conclusive evidence of authorization by the membership. The gift or sale of any personal property owned by the Association shall be determined by the Board of Directors in its sole and uncontrolled discretion.

(g) Notwithstanding anything herein to the contrary, the Board of Directors of the Association shall have the right, in their sole discretion, to cause the Association to grant minor conveyances of Common Areas to resolve setback problems, or to grant easements for the encroachment of initial improvements constructed on parcels adjoining the Common Areas to the extent that such improvements actually encroach on such properties, including but not limited to, overhanging eaves, gutters and down spouts, and walls, such easements to continue only so long as such improvements exist.

## **Article V - Covenants for Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Company covenants, and each Owner of any Residential Lot, and Family Dwelling Unit, located within the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual and special assessments, together with such interest thereon and costs of collection thereof including a reasonable attorney's fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The regular annual assessments levied by the Association shall be used for promoting the recreation, health, safety and common benefit of the Owner and for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas, and roads, and to provide such other services which the Association is authorized to provide.

Section 3. Creation of Assessments. There are hereby created regular annual assessments as may be from time to time specifically authorized by the Board of Directors. These assessments shall be allocated equally among all Residential Lots and Family Dwelling Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. The assessment shall commence on Residential Lots and Family Dwelling Units owned by the Company when the road on which the driveway enters is completed and released from bonding by the County of Albemarle, Virginia. If the assessment has not commenced under the prior sentence the assessment on a Residential Lot or Family Dwelling Unit shall commence on the day of closing of the initial sale from the Company. Assessments shall be pro-rated for any partial year.

Section 4. Special Assessments for Improvements and Additions. In addition to the regular annual assessments, the Association may levy special assessments for the following purposes.

- (a) Construction, reconstruction, repair, or replacement of capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto, and for road maintenance and repair.
- (b) For additions to the Common Areas;
- (c) To provide for the necessary facilities and equipment to offer the service authorized herein; and
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such special assessment, before being charged, must have received the approval of the Members of the Association by the favorable vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association.

This provision shall be interpreted to mean that the Association may make in any one (1) year a regular annual assessment plus an additional special assessment. Such special assessment in any one (1) year may not exceed a sum equal to the amount of the regular annual assessment for such year except for emergency or repairs required as a result of storm fire, natural disaster, or other casualty loss.

Section 5. Reserve Funds. The Association shall establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for:

- (a) Maintenance of Roads;
- (b) Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and
- (c) Initial costs of any new service to be performed by the Association.

Section 6. Date of Commencement of Annual Assessments. Notwithstanding anything in the foregoing to the contrary, the regular annual assessments provided for herein shall commence no earlier than June 30, 1992.

Section 7. Duties of the Board of Directors. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year to prepare a budget covering the estimated costs of operating the Association during the next year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared including a reserve fund for maintenance of roads as required by Article VI. The Board shall determine an annual Road assessment per Residential Lot or Family Dwelling Unit to fund Road maintenance fees required in Article VI herein, to be called Assessment ONE," and an assessment per Residential Lot or Family Dwelling Unit to fund the balance of the Association's Budget to be called "Assessment Two". Assessment ONE and Assessment TWO together shall be the regular annual assessment per Residential Lot or Family Dwelling Unit. The Board may not, without the vote or written assent of a majority of the voting power of the Association, increase Assessment TWO more than ten percent (10%) greater than Assessment TWO for the immediately preceding fiscal year or the percentage increase during the previous one (1) year period in the Consumer Price Index, U.S. City Average, All Items (1967=100), or if not available, a comparable pricing index, whichever is greater. Once the annual assessment is set, the Board shall direct the preparation of an index of the Properties and regular annual assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Member. Written notice of assessments shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an Officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect assessments, the Certificate of the said Billing Agent shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid.

Assessments shall be billed annually, quarterly, monthly, or on such other basis as may be determined by the Board of Directors. All Assessment bills shall be due and payable within thirty (30) days from the date of mailing.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the regular annual assessment or any special assessment is not paid on or before the past-due date specified in Section 7 Article V, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law accrued from the due date and cost of collection thereof including a reasonable attorney's fee as hereinafter provided) become a charge and continuing lien on the land and all

improvements thereof, against which each such Assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at law against the Owner personally and there shall be added to the amount to such assessment the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

Section 9. Subordination of the Lien. The continuing lien of the assessments provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any properties subject to assessment, and, in addition, shall be subordinate to the lien of the Cost of corrective action provided for now or hereafter placed upon any properties subject to assessment. In the event a creditor acquires title to any property subject to assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to assessments accruing after such acquisition.

Section 10. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first or second mortgage on a lot(s) or unit(s) shall be entitled upon written request, to a financial statement for the immediately preceding fiscal year.

Section 11. Annual Budget. The Board of Directors shall make available to all Members, prior to the first day of the next fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

## **Article VI - Private Roads**

Section 1. Access. As an appurtenance to each of the Residential Lots, Family Dwelling Units, Common Areas and other parcels of land located in Glenmore subdivision, and for future areas developed as a part of Glenmore subdivision, there is hereby created a perpetual, but

nonexclusive, easement for purposes of ingress and egress over all Roads, shown or hereinafter designated, constructed or set apart by plats or other instruments of record for Glenmore subdivision. The Country Club and Equestrian Center including their respective members, guests, employees, customers, agents and contractors and the general public for any public events held at the Country Club or Equestrian Center shall at all times have a right and non-exclusive easement of access and use over all such Roads as reasonably necessary to travel from U.S. Route 250 to the entrance to the Country Club facilities or Equestrian Center facilities and further, over those portions of the roads and other Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Country Club and the Equestrian Center and their respective facilities.

Section 2. Maintenance of Roads. After initial construction of the Roads by the Company, pursuant to plans and specifications approved by the County of Albemarle, the Association shall maintain all Roads in the Glenmore subdivision other than publicly dedicated and accepted roads, including all repair, improvements, snow removal and other work as necessary to properly maintain the Roads in good condition. The maintenance fees for the Roads shall be included in the regular annual assessment as set forth in Article V and shall be in an amount determined by the Virginia Department of Transportation subdivision streets maintenance fees, as amended from time to time. The provisions regarding the maintenance fees for the Roads cannot be amended except with the consent of Albemarle County, Virginia.

Cost of construction, maintenance, or upkeep or replacement of the private roads will not be borne by the County of Albemarle, the Commonwealth of Virginia, or any other public agency, unless said private roads are accepted into the state road system.

Section 3. Rules and Regulations. The appurtenant easements created in Section I of this Article shall be subject to such rules and regulations as may exist from time to time as imposed by the Company and/or the Association. The rules and regulations may include, but not be limited to speed limits, speed bumps, guardhouses, and prohibition on parking in certain areas.

Section 4. Conveyance of Roads. Subject to the use of others, as set forth herein, the fee simple ownership of the Roads will be conveyed to the Association from time to time, the same as Common Area pursuant to Article IV of this Declaration.

Section 5. Amendments. Notwithstanding the language of other Articles of this document, Section I of this Article VI may not be amended to terminate or change the access to any property or persons entitled to said access pursuant to Section I of this Article VI without the written consent of the owner or individual whose access is being charged or terminated.

Section 6. Country Club Contribution. The Country Club shall reimburse the Association 50% of the maintenance fee described in Section 2 of this Article attributable for repair and maintenance of Piper Way from the intersection of Piper Way and Glenmore Way to the main entrance of the Country Club. In addition the Country Club shall reimburse the Association 50%

of the cost of any internal security maintained by the Association. The Association shall present a written itemized statement for these items to the Country Club quarterly and the Country Club shall make payment within thirty (30) days of receipt of the statement. If not paid within that time, the Association shall have the same rights against the Country Club and associated facilities as it does for delinquent assessments on lots pursuant to Article V.

Section 7. Median Areas within Glenmore Way. Median Area 1 and Median Area 2 within Glenmore Way dedicated to the public are to be landscaped and maintained by the Association to standards at least equal to those standards prescribed by the Virginia Department of Transportation. This provision cannot be amended except with the consent of the Virginia Department of Highways, which will not be responsible for maintenance of the two (2) median areas. A permit allowing the landscaping and maintenance shall be obtained from the Virginia Department of Transportation.

## **Article VII - Functions of Association**

Section 1. Ownership and Maintenance of Properties. The Association shall be authorized to own and/or maintain Common Areas and roads, furnishings, and improvements devoted to, but not limited to, the following uses:

- (a) For Roads, roadways, access lanes, roadway medians and parkways along said Roads, roadway, or lanes, or cul-de-sac islands, and neighborhood or other area entrances or entrance easements throughout the Properties;
- (b) For sidewalks, walking or jogging paths or trails, bicycle paths, or pedestrian underpasses and bridle paths through the Properties;
- (c) For transportation facilities throughout the Properties other than privately owned automobiles, e.g., buses, electric vehicles, etc.;
- (d) For security and fire protection services including security stations, guardhouses, police equipment, fire stations and fire fighting equipment, and buildings used in maintenance functions;
- (e) For emergency health care including ambulances, rescue squad facilities, emergency care medical facilities, and the equipment necessary to operate such facilities;
- (f) For providing any of the services which the Association is authorized to offer;
- (g) For purposes set out in deeds by which Common Areas are conveyed to the Association;
- (h) For indoor and outdoor recreational and community facilities; and

(i) For picnic areas and lakes.

Section 2. Services. The Association shall be authorized but not required, except as specified in Section 3 of this Article, to provide the following services:

(a) Cleaning and maintenance of all Roads, roadways, access lanes, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, lakes, parks, sidewalks, walking trails, bike trails, Common Areas, and open space Areas, within the Properties, and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping and beautification of Roads, roadways, access lanes, roadway medians, parkways, cul-de-sac islands, neighborhood and other area entrances, lakes, parks, sidewalks, walking paths, bike trails, Common Areas, and open space areas;

(c) Transportation facilities other than privately owned automobiles, e.g., buses, electric vehicles, etc.;

(d) Lighting of roads, sidewalks, walking paths, bike trails, parking lots, and any recreational and community facilities located within the Properties;

(e) Police protection and security, including, but not limited to, the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of the State of Virginia or the County of Albemarle, within the Properties;

(f) Fire protection and prevention;

(g) Garbage and trash collection and disposal;

(h) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration;

(j) To take any and all actions necessary to enforce this Declaration and to perform any of the functions or services delegated to the Association in this Declaration;

(k) To set up and operate an Architectural Review Board for all Common Areas and, in the event that the Association is designated by the Company as the agent or the assign of the Company for



such purposes, to extend the operation of the Architectural Review Board to other properties within Glenmore;

(l) To conduct instructional, recreational, sports, crafts, social and cultural programs of interest to Members, their families and guests;

(m) To provide safety equipment for storm emergencies;

(n) To construct improvements on Common Areas, for use for any of the purposes authorized in this Article;

(o) To provide administrative services for the Association, including, but not limited to, legal, accounting, and financial; and communication services, including, but not limited to, community newsletters and newspapers to inform members of activities, notices of meetings, referendums, and other issues and events of community interest;

(p) To provide liability and hazard insurance covering improvements and activities on and within the Common Areas and roads; and

(q) To construct mailboxes, signs, and other standard features for use throughout the Properties.

Section 3. Minimum List of Functions and Services. The "Minimum List of Functions and Services" shall establish and define the minimum level of functions and services which the Association must furnish to its Members. So long as the Company is engaged in the development of Properties which are subject to the terms of this Declaration, the Association shall not reduce the level of functions and services it furnishes to its Members Below such minimum level without the prior written consent of the Company. The "Minimum List of Functions and Services" is as follows:

(a) The Association shall provide or procure the administrative services necessary to carry out the Association's obligations and business under the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association, including, but not limited to, legal, accounting, financial, and communications services.

(b) The Association shall administer and enforce the covenants and restrictions established in this Declaration, and subsequent declarations including, but not limited to, the following:

(1) The Association shall set assessments, levy cash Assessments, notify the Members of such Assessments, and collect such assessments;

(2) The Association shall maintain in good condition and operate all Common Areas and roads once obligated to do so under this Declaration;

(3) The Association shall hold annual meetings, and special meetings, as required, hold elections for the Board of Directors as required, and give Members "proper notice" as required; and

(4) The Association shall prepare annual statements and annual budgets, and shall make the financial books of the Association available for inspection by Members at all reasonable times.

(c) Should the Company appoint the Association its agent for the administration and enforcement of any covenants and restrictions of this Declaration and any subsequent Declarations, the Association shall assume such responsibility and any obligations which are incident thereto.

(d) Should the Company assign to the Association any of the rights reserved unto it in any covenants and restrictions of this Declaration and any subsequent Declarations, the Association shall assume the responsibility of administering and shall assume any obligations which are incident thereto.

(e) The Association shall provide appropriate liability and hazard insurance coverage for improvements and activities on all Common Areas and for Roads.

(f) The Association shall provide appropriate Directors' and Officers' Legal Liability Insurance. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

(g) The Association shall keep a complete record of all its acts and corporate affairs.

(h) The Association shall provide regular and thorough cleanup and maintenance of all Roads, roadways, access lanes, roadway medians, berms, parkways, cul-de-sac islands, neighborhood and other entrances, and jogging and bike trails throughout the Properties, including, but not

limited to snow removal on Roads, resurfacing of Roads, mowing grass on all roadsides, cul-de-sac islands, entrances, and jogging and bike trails; sweeping all Roads and jogging and bike trails; landscape maintenance on all roadsides, cul-de-sac islands, entrances, and jogging and bike trails; pickup and disposal of trash on all roads, roadsides, cul-de-sac islands, entrances, and bike trails. Such cleanup as is possible shall begin within an individual residential area as soon as construction of dwellings has commenced within said neighborhood. The Association shall further post such maintenance bonds as required by the Virginia Department of Transportation, or other governmental authority to maintain median strips, dams and storage compounds, pedestrian underpasses and other areas.

(i) The Association shall provide regular and thorough maintenance of all berms along roadways, within Common Areas and within any berm easement on any lot. Easements for berms and access easements for the maintenance of them as shown on any recorded plat shall be for the benefit of the Company, the Association and their assigns.

(j) The Association shall provide general maintenance of all directional signs, jogging and bike trail signs, and neighborhood and other area signs, including, but not limited to, maintaining, repair work, replacement as needed, and landscaping within Common Areas and within any sign easement on any lot. Easements for signs and access easements for the maintenance and landscaping around the sign as shown on any recorded plat shall be for the benefit of the Company, the Association, and their assigns.

(k) The Association shall repair all bike trails and jogging trails as needed.

(l) The Association shall provide regular and thorough maintenance and cleanup of all Common Areas, including, but not limited to, mowing of grass, fertilization as needed, landscape maintenance as needed, pickup and disposal of trash, washing down of picnic tables and benches as needed, and painting, repairs to and replacement of all improvements as needed.

(m) The Association shall maintain and keep in good repair and order all safety ledges (above and below the water) surrounding any lakes in Glenmore designated as Common Area. Easements for the safety ledges and access easements for maintenance of the safety ledges and adjoining lakes shown on any recorded plat shall be for the benefit of the Company, the Association and their assigns.

(n) The Association shall provide security at the gatehouse and have at least one (1) deputized security officer (special police officer) for security purposes as required by Zoning Proffer #11 dated November 8, 1990.

(o) Insurance coverage on the Property shall be governed by the following provisions:

1. Ownership of policies. All insurance policies upon the roads and Common Areas shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees as their security interest may appear.

2. Coverage. All buildings and improvements upon the land and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazard covered by standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and

(iii) Such policies shall contain clauses provided for waiver of subordination.

3. Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

4. Premiums. Premiums for insurance policies purchased by the Association shall be paid by Association and charged to the Owners as part of the Regular Annual Assessment.

5. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their security interest may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-Laws and for the benefit of the Owners and their mortgagees.

6. Proceeds of insurance policies received by the Association as insurance trustee shall be placed in the Association's treasury for the following:

(i) Expense of the Trust. All expenses of the insurance trustee shall be first to be paid or provisions made therefore.

(ii) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be retained by the Association.

7. All persons responsible for or authorized to expend funds or otherwise deal in the assets of the Association or those held in trust, shall first be bonded by a quality insurer to indemnify the

Association for any loss or default in the performance of their duties in an amount equal to six (6) months' assessments plus reserves accumulated.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article. The functions and services, other than those set in Section 3 of this Article, to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services, other than those set in Section 3 of this Article, which the Association is authorized to carry out or to provide, may be added or reduced at any time upon the affirmative vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association at which a quorum is present; provided, however, that so long as the Company is a member of the Association no change may occur without its consent.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions and services; provided that any such mortgage is with the prior consent of two-thirds of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds of the Association. The Company may, but shall not be required, to make loans to the Association, Subject to approval by the Company of the use which such loan proceeds will be put and the terms pursuant to which such loan will be prepaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the level of the Regular Annual Assessment at any time there are outstanding any amounts due the Company as repayment of any loans made by the Company to the Association without the express written consent of the Company.

Section 6. Maintenance of Property Not Owned by the Association. The Association shall be authorized to render services of a governmental nature nor furnished by the local government in the case of maintenance or protection of property not owned by it.

## **Article VIII - Architectural Control and General Property Covenants**

Section 1. Architectural Approval for Residential Lots and Family Dwelling Units. No building, fence, or other structure shall be erected, placed or altered, nor shall a building permit for such improvement be applied for on any Residential Lot, or Family Dwelling Unit until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved in writing by the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. The Company further reserves the right to

promulgate and amend from time to time architectural guidelines (hereinafter referred to as the "Architectural Guidelines") for Properties within Glenmore, and such Architectural Guidelines shall establish, define, and expressly limit those standards and specifications that will be approved including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design, and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building, fence or other structure, including exterior color or finish, shall be made without like prior written approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, approval shall be deemed to have been granted.

Section 2. Site and Location Approval for Residential Lots and Family Dwelling Units. In order to assure that buildings and other structures will be located and staggered so that the maximum view, privacy, sunlight, and breeze will be available to each building or structure, and to assure that structures will be located with regard to the topography of each property, taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves the right to control absolutely and to decide solely (subject to the provisions of the Zoning Ordinance of the County of Albemarle) the precise site and location of any building or structure on a Residential Lot or Family Dwelling Unit for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site. The provisions of this paragraph shall in no way be construed as a guarantee that the view, privacy, sunlight, or breeze available to a building or structure on a given Property shall not be affected by the location of a building or structure on an adjacent Property.

Section 3. Off Street Parking. Each Owner of a Residential Lot or Family Dwelling Unit shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

Section 4. Signs. Except as may be required by legal proceedings, no sign shall be erected or maintained on any Property by anyone including, but not limited to, an owner, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Company. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. The Company further reserves the right to promulgate and amend from time to time uniform sign regulations (the "Uniform Sign

Regulations") which shall establish standard design criteria for all signs, including, but not limited to, real estate sales signs, erected upon any Property in Glenmore. The Company reserves the right to prohibit various classes of signs, such as, "For Sale Signs". The Company and its agent shall have the right, whenever there shall have been placed or constructed on any Property in Glenmore any sign which is in violation of these restrictions, to enter immediately upon such Property where such violation exists and summarily remove the same at the expense of the Property Owner.

Section 5. Maintenance of Property. It shall be the responsibility of each Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Glenmore, the neighborhood as a whole, or the specific area. The Company and its agents shall have the right to enter upon any Property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the Property, and the cost of such corrective action shall be paid by the Property Owner. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said thirty (30) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such corrective action.

Section 6. Mailboxes. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color and location have been approved in writing by the Company. Refusal or approval of design, color, or location may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Company. The Company further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon any Property in Glenmore.

Section 7. Public Sewer. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Albemarle County Service Authority which is the only system presently approved by Albemarle County for use in Glenmore, or other means of sewage disposal if other means are approved by Albemarle County for use in Glenmore.

Section 8. Public Water. Prior to the occupancy of a building or structure on any Property, proper and suitable provisions for water shall be made by connection with the water lines of the Albemarle County Service Authority water system which is the only system presently approved

by Albemarle County for use in Glenmore, or other water system if other water system is approved by Albemarle County for use in Glenmore.

Section 9. Easement Reservation. The Company reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right, on, over and under the Properties to erect, maintain, and use electric, community antenna television, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in, or over those portions of such Property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. The Company further reserves the right to locate wells, pumping stations, siltation basins, and tanks within Glenmore in any open space or on any Property designated for such use on the applicable plat of said Property, or to locate same upon any Property with the permission of the owner of such Property. Such rights may be exercised by any licensee of the Company, but this reservation shall not create any obligation on the part of the Company to provide or maintain any such utility or service.

Section 10. Architectural Review of Common Areas. No building, wall, fence, or other structure shall be commenced, erected, or maintained upon the Common Areas, nor shall any landscaping be done in these Areas, nor shall any exterior addition to any existing structure located on these Areas or change or alteration therein be made until the plans and specifications therefore showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location with the surrounding structures and topography by the Architectural Review Board of the Association and by the Company pursuant to the provisions of this Declaration.

The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than representatives of the Company shall be a Member of the Architectural Review Board once there are one hundred (100) Members of the Association.



## **Article IX - Additional Restrictions to Implement Effective Environmental and Land Management Controls**

Section 1. Landscape Plan. Topographic and vegetation characteristics of Common Areas, Residential Lots and Family Dwelling Units within Glenmore shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. Refusal or approval of plans or any alteration of topographic or vegetation characteristics by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of these covenants. Should written notice be served by the Company upon any Property Owner requiring corrective alteration of topographic and vegetation characteristics pursuant to paragraphs 3 and 4 of this Article, such notice shall be deemed to constitute written approval by the Company for such corrective alteration under the provisions of this paragraph 1.

Section 2. Landscape Guidelines. Notwithstanding anything in the foregoing to the contrary, the Company reserves the right to promulgate and amend from time to time landscape guidelines (referred to hereinafter as the "Landscape Guidelines") which shall establish approved standards, methods, and procedures for landscape management on specific Properties in Glenmore, and such authorized standards, methods, and procedures may be utilized by the Owners of such specified Properties without prior written approval by the Company; provided, however, no trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed from Common Areas, Residential Lots and Family Dwelling Units without the prior written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. The provisions of this paragraph 2 shall in no way constitute a waiver of the requirement to receive prior written approval for any alteration of topographic or vegetation characteristics, pursuant to the provisions of paragraph 1 of this Article, other than for those alterations specifically authorized in said Landscape Guidelines.

Section 3. Erosion Control. In order to implement effective and adequate erosion control the Company and its agents shall have the right to enter upon any Property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the Properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company shall give the Owner of the Property the opportunity to take any corrective action required by giving the Owner of the Property written notice indicating what type of

corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If the Owner of the Property fails to take the corrective action specified immediately, the Company or its agent may then exercise its right to enter upon the Property in order to take the necessary corrective action. The cost of such erosion prevention measures, when performed by the Company or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Company or its agent on Property, shall be paid by the Owner thereof.

Section 4. Rights of Company to Clear Property. In order to implement effective insect, reptile, rodent, and woods fire control, the Company and its agents have the right to enter upon any Property for the purpose of moving, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth which in the opinion of the Company detracts from the overall beauty, setting, and safety of Glenmore. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property. Such entry shall not be made until thirty (30) days after the Owner of the Property has been notified in writing of the need of such work and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not create any obligation on the part of the Company to mow, clear, cut or prune any Property.

Section 5. Easement Reservation. In addition, the Company reserves unto itself, its successors and assigns, and its agent, a perpetual, alienable, and releasable easement and right on, over, and under any Property to dispense pesticides and take other actions which in the opinion of the Company are necessary or desirable to control insects and vermin, and to cut fire breaks and take other actions which in the opinion of the Company are necessary or desirable to control fires on any Property or any improvements thereon, and for purposes of erosion control allowed in paragraph 3 above.

The rights reserved unto the Company, its successors and assigns, and its agents, in paragraphs 3, 4 and 5 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

## **Article X - Additional Restrictions Affecting Residential Properties**

Section 1. Residential Properties. "Residential Properties" as used in this Article shall mean and refer to all those parcels or tracts of land within the Properties defined as "Single Family Lots".

Section 2. Single Family Lots. "Single Family Lots" or "Lots" as used in this Article shall mean and refer to all those parcels or tracts of land within the Properties intended for subdivision or subdivided into properties or lots intended for the construction of detached single-family dwelling units.

### Section 3. Residential Property Use.

(a) All Residential Properties shall be used for residential customary accessory uses. The use of a portion of a dwelling unit on a Residential Property as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by the Company in its sole and uncontrolled discretion, to and from the unit or the Property, subject to the Albemarle County zoning ordinance.

(b) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on a Single Family Lot other than one (1) detached single family dwelling and one (1) small accessory building, and one (1) detached private garage, provided the use of such accessory building and/or garage does not overcrowd the property, as determined by the Company in its sole and uncontrolled discretion, and provided, further, that such building is not used for any activity normally conducted as a business. No accessory building may not be constructed prior to the construction of the main building.

(c) A guest suite or like facility without a kitchen may be included as part of the main dwelling or an accessory building on any Single Family Lot, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the Property, as determined by the Company in its sole and uncontrolled discretion.

(d) Notwithstanding the provisions of this section or any other articles or sections, this Declaration shall not prohibit the Company or its agent and assigns from using any house, other dwelling units, or accessory buildings as model(s) and/or sales office(s).

### Section 4. Completion of Improvements.

(a) The exterior of each house, and all other structures must be completed within one (1) year after the construction of same shall have commenced on all Single Family Lots except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner of the Lot shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition, pursuant to the provisions of these covenants.

(b) The failure to complete the exterior of any house, or any other structure within the time limit set forth in paragraph 4 (a) above shall constitute a violation and breach of these covenants. The Company hereby reserves unto itself, its successors and assigns, a right on, over, and under all Residential Properties for the purpose of taking any action necessary to effect compliance with paragraph 4(a) above, including, but not limited to the right to enter upon any property for the purpose of completing the exterior of such house, dwelling unit, or any other structure which is in violation of paragraph 4 (a). Such entry shall not be made until thirty (30) days after the

Owner of the property has been notified in writing of the violation of these covenants, and unless such Owner has failed to complete said exterior within said thirty (30) day period. The cost of such corrective action, when performed by the Company or its agents, shall be paid by the Owner of the property on which the corrective action is performed. The provisions of this paragraph shall not create any obligation on the part of the Company to take any action to effect compliance with paragraph 4(a).

Section 5. Screened Area and Other Matters.

(a) Each Owner of Residential Properties shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by the Company prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by the Company. Garbage receptacles and fuel tanks may be located outside of screened area only if located underground, and such underground garbage receptacles and fuel tanks and their location must likewise be approved by the Company prior to construction.

(b) Garbage pickup shall take place at such locations as are approved or designated by the Company. If curbside pickup occurs, no Owner shall place the receptacles at the curb earlier than six (6) hours before pickup and shall remove within six (6) hours after pickup. Garbage and trash pickup shall be only by such company, companies or individuals as are designated as an approved operator in advance by the Association in its sole discretion.

(c) No mobile homes, school buses, trailers, campers, recreational vehicles, dune buggies, boats, or trailers shall be parked on any Residential Property or road or Common Area. However, when and if there is an area or lot in Glenmore designated for recreational vehicle parking and storage, the vehicles listed in the preceding sentence may be parked within the confines of the designated area or lot. Use of the parking and storage lot shall be subject to such rules, regulations and fees as set by the Company, its successors and assigns. Except during construction periods, no trucks shall be parked on a Residential Property except within the confines of a garage nor shall they be parked on any road or Common Area.

(d) No clothing, laundry or wash shall be aired or dried on the exterior portion of any Residential Property.

(e) All toys, bicycles, tricycles, motorcycles, mopeds, and such other similar items located on Residential Property or adjacent streets shall be removed each evening to an area not exposed to view from any other property or street. No animals, livestock or poultry of any kind shall be raised, bred or kept on, except that dogs, cats or other household pets may be kept on Residential Properties subject to rules and regulations adopted by the Company, its successors or assigns.

All pets not on the property of the owner shall be under leash or totally controlled in a similar manner at all times by the owner.

**Section 6. Prohibited Structures.**

(a) No mobile home, trailer, tent, or barn shall be placed on any Residential Property at any time, either temporarily or permanently.

(b) No structure of a temporary character shall be placed upon any Residential Property at any time, provided, however, that this prohibition shall not apply to trailers, shelters or temporary structures used by the contractor during the construction of the main dwelling unit, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Property after completion of construction. The design, location and color of structures temporarily placed on a Residential Property by a contractor must be approved in advance in writing by the Company.

(c) No television antenna, satellite dish, radio receiver, radio sender, or other similar device shall be attached to or installed on any Residential Property or on the exterior portion of any building or structure on any Residential Property except as follows: The provisions of this paragraph shall not prohibit the Company from installing or approving the installation of equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), mobile radio systems, or other similar systems within the Properties; and should C.A.T.V. services or cable service be unavailable and good television reception not be otherwise available, the Owner or tenant of a dwelling unit, may make written application to the Company for permission to install a television antenna, which may be approved or denied in the sole and uncontrolled discretion of the Company.

**Section 7. Utility and Drainage Basements.** The utility and drainage easements reserved by the Company in these covenants shall be located along the boundary lines of each Single Family Lot, unless otherwise shown on a subdivision plat

**Section 8. Further Subdividing.** No Single Family Lot shall be subdivided or its boundary lines changed, nor shall application for same be made to Albemarle County, except with the prior written consent of the Company. However, the Company hereby expressly reserves unto itself, its successors and assigns, and its agent, the right to re-subdivide or replat any Single Family Lot(s), owned by it and shown on the plat of any subdivision within the Properties in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted Lot (s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, bike trails, bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of said replatted Lot(s). The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one

(1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

## **Article XI - Country Club and Equestrian Center**

Section 1. Conveyance of Country Club or Equestrian Center. All persons, including all owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by the Company or any other person or entity with regard to the continuing ownership or operation of the Country Club or Equestrian Center within or adjacent to the Properties, and no purported representation or warranty in such regard shall ever be effective without an amendment hereto executed or joined into by the Company. Further, the ownership or operational duties of and as to the Country Club or Equestrian Center may change at any time and from time to time by virtue of, but without limitation, (a) the independent person or entity, (b) the conversion of a membership structure to an equity club or similar arrangement whereby the members or an entity owned or controlled thereby become the owner(s) and/or operator (s), (c) the conveyance, pursuant to contract, option or otherwise to one or more affiliates, shareholders, employees, or independent contractors of the Company, or (d) the conveyance to the Association with or without consideration and subject or not subject to a mortgages or other encumbrance.

Section 2. Access to the Country Club and Equestrian Center. Access to the Country Club and Equestrian Center within or adjacent to the Properties is strictly subject to the rules and procedures established by the respective owners of the Country Club and Equestrian Center. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of any property in Glenmore.

Section 3. Golf Balls. Each Residential Lot and Family Dwelling Unit and the Common Area is burdened with an easement permitting golf balls unintentionally to come upon the Common Area, the Residential Lots and Family Dwelling Units immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area and the exterior portions of a Residential Lot and Family Dwelling Unit to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability, if any, for damage caused by errant golf balls.

Section 4. Golf Cart Easements.

(a) There is hereby created for the benefit of the Country Club, its members and guests, an easement across the Roads and Common Area for golf carts and pedestrian use of the golf cart pathways as they may be built from time to time. There is further reserved the right of access to repair and replace the golf cart pathways which shall be maintained in good repair by the Country Club.

(b) There is further created for the benefit of the Country Club, its members and guests, an easement for a golf cart pathway across Lot 12, Block K, as shown on the attached plat, together with the right of reasonable access to build, repair and replace the golf cart pathway which shall be maintained in good repair by the Country Club.

(c) The Company reserves the right for the benefit of the Country Club, its members and guests, to create an easement for a golf cart pathway over the Lots designated in a note contained on the attached plat of Roudabush, Gale and Assoc., together with reasonable access to build, repair and replace the golf cart pathway which shall be maintained in good repair by the Country Club. The easement created shall be located on the Lot within twenty-five feet (25') of the rear property line of the Lot. This reservation shall be null and void as to a Lot if the golf cart pathway is not built and a plat recorded showing the easement as built on or before December 31, 1993.

(d) The Country Club shall restore any area disturbed by work on the golf cart pathway to its prior existing condition. The Country Club shall hold the Owner and Association harmless from any liability arising out of the use of, condition of, and/or maintenance of the golf cart pathways except for liability caused by the negligent or willful acts of the Owner and/or Association.

Section 5. Equestrian Trails. There is hereby created for the benefit of members and guests of the Equestrian Center an easement across Roads and Common Area for horseback riding over the equestrian trails, as may be built from time to time. There is further reserved the right of access to repair and replace the trails which shall be maintained in good repair by the Equestrian Center. The Equestrian Center shall hold the Association harmless from any liability arising out of the use of and/or maintenance of the equestrian trails except for liability caused by the negligent or willful act of the Association.

## **Article XII - General Provisions**

Section 1. Duration. The Covenants and Restrictions of this Declaration and any Amendments thereto shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) years extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, unless at a duly called meeting of the Association fifty-one percent (51%) or more of the total vote entitled to be cast by all the Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of the Members or proxies entitled to cast thirty percent (30%) of the total vote of the Membership shall constitute a quorum. It shall be

required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the date the notice of such Meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Said certificate shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. All proposed Amendments to this Declaration shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment, the effective date of the Amendment (which in no event shall be less than fifteen (15) days after the date of the meeting of the Association at which such Amendment was adopted), the date the notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the Amendment, the total number of votes cast for and against the Amendment, and such Addendum shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

So long as the Company is a Type "B" Member, no Amendment of this Declaration shall be made without the written consent of the Company.

The Company reserves unto itself, its successors and assigns, the rights to add additional restrictive covenants in respect to lands within the Properties to be conveyed in the future by the Company to the Association or to any other third party, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when



delivered personally or sent by mail, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain a violation or to recover damages, may be against the land or to enforce any lien created by these Covenants. Failure by the Association or the Company to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

In addition in the event of a violation or breach of any of the restrictions contained herein by any Property Owner, tenant of such Owner, or agent of such Owner, the Owners of Properties in Glenmore, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof.

In addition to the foregoing, the Company or its agent shall have the right, whenever there shall have been place or constructed on any property in Glenmore any building, structure, chemical, substance, object, material, or condition which is in violation of these covenants and restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the Owner, tenant, or agent of the Owner; provided, however, that whenever stated in these covenants that the Company may serve notice requiring immediate corrective action, and such action is not performed immediately by the Owner, tenant, or agent of the Owner, the Company or its agent shall have the right to enter immediately and summarily abate or remove such violation at the expense of the Owner. Any such entry and abatement or removal shall not be deemed trespass.

In addition to the foregoing the Company or its agent shall have the right, whenever permitted by this Declaration, to enter immediately (unless otherwise specifically stated) any Property in Glenmore to implement environmental controls, to take corrective action, or to take any action necessary. The cost of such action, when performed by the Company or its agent shall be paid by the Owner of the Property on which the work is performed. Entrance upon any Property pursuant to the provisions shall not be deemed a trespass.

Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the

easement areas adjacent thereto, entering the Property and taking such action shall not be deemed a trespass.

Section 5. Severability. Should any Covenant or Restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Corrective Action. Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any Property or on the easement areas adjacent thereto, and whenever it is stated in this Declaration that the cost of such action (hereinafter called the Cost of Corrective Action) shall be paid by the Owner of the Property on which such corrective action is performed, the Cost of Corrective Action, together with such interest thereon at the maximum annual rate permitted by law from the due date and costs of collection therefore including a reasonable attorney fee as hereinafter provided, shall be a charge and continuing lien on the real Property and improvements thereon, against which the Cost of Corrective Action is charged, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the Owner of such real Property at the time when such Cost of Corrective Action becomes due and payable. The Cost of Corrective Action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

If the Cost of Corrective Action is not paid within thirty (30) days after the due date, the Company or its agent may bring an action at law against the Property Owner personally and there shall be added to the amount of such Cost of Corrective Action the costs of preparing the filing of the complaint in such action and obtained, such judgment shall include interest on the Cost of Corrective Action as above provided and a reasonable attorney's fee together with the costs of the action.

The lien of the Cost of Corrective Action provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any Property subject to these covenants. In the event a creditor (other than the Company or the creditor of the Company) acquires title to any Property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to any lien of the Cost of Corrective Action placed upon such Property during the time in which the creditor holds title to such Property.

Section 7. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction, or

interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 9. Limited Liability. The Company or its agent shall not be liable to any Property Owner or to any other person on account of any claim, liability, damage, or expense suffered, incurred by, or threatened against any Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Company or from the County of Albemarle, Virginia, whether given, granted or withheld.

Section 10. Assignment of Rights. The Company reserves unto itself, its successors and assigns, the right to assign in whole or in part to the Association its rights reserved in this Declaration to grant approvals (or disapprovals), to establish rules and regulations, to administer and enforce the provisions of this Declaration, and all other rights reserved herein by the Company including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan, land management plan, and construction schedules for any or all buildings or structures to be erected in any or all of the Properties. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Notwithstanding anything in the foregoing to the contrary, so long as the Company, its successors and assigns, is the Owner of all or any part of the Property subject to the provisions of this Declaration, the Company shall retain all rights of easement reserved unto it in this Declaration, and shall, furthermore, retain all rights of entry granted in this Declaration for the purposes of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these Covenants, and the retention of said rights of easement and entry by the Company shall in no way create any obligation on the part of the Company to perform any affirmative action.

The Company reserves unto itself, its successors and assigns, the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved

unto the Company in this Declaration. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Company, the Association shall assume any obligations which are incident thereto.

Section 11. Management and Contract Rights of Association. The Company may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Any contract or lease entered into by the Company or by the Association while the Type "B" Member elects a majority of the Directors of the Association shall contain a provision allowing the Association to terminate such contract without justification or penalty after the Type "B" Member no longer elects a majority of the Directors of the Association.

Section 12. Rights of Noteholders. Any institutional holder of a first mortgage on a Unit, Lot, Tract, Site or Parcel will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Owners Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 13. Withdrawal of Property. Notwithstanding any other provisions in this declaration, the Company reserves the right to amend this Declaration at any time without prior notice and without the consent of any Person, for the purpose of removing portions of the Property then owned by the Company or its Affiliates from the provisions of this Declaration.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its behalf.

GLEMORE ASSOCIATES LIMITED PARTNERSHIP,

a Virginia general partnership

By: \_\_\_\_\_

(SEAL)

Frank A. Kessler  
General Partner

By: \_\_\_\_\_ (SEAL)  
Stephen N. Runkle,  
General Partner  
GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
Stephen N. Runkle,  
President

NOT VALID FOR USE IN HOMEOWNERS PACKET

## **Amendments**

PREPARED BY:  
McGUIRE, WOODS, BATTLE & BOOTHE, L.L.P

### **AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF GLENMORE**

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addenda, if any, the Owners have decided to amend Article VI, Section I of the Covenants and Restrictions. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions.

#### **WITNESSETH:**

Pursuant to a duly called meeting as set forth on the attached Exhibit, there is added to Article VI, Section 1, of the Declaration of Covenants and Restrictions the following paragraph:

The Company reserves the right to grant to William T. Tilman and Martin C. Tilman (hereafter "Tilman"), as an appurtenance to land designated as Albemarle County Tax Map 94, Parcel 50, containing 11.041 acres, more or less, an easement of ingress and egress over the Roads within Glenmore, when in the sole judgment of the Company, it will enhance the overall development of the Glenmore community. Such deed of easement will not require Tilman to contribute to the maintenance of the roads in the Glenmore development or make any other assessment payments so long as Tilman does not subdivide the 11.041 acre parcel and the use is limited to one single family residence. However, any parcels subdivided off the 11.041 acres by Tilman and not owned by him shall contribute. If Tilman does not subdivide and no longer owns the 11.041 acre parcel, any subsequent owner of the 11.041 acre parcel shall not contribute to the maintenance of the roads in the Glenmore development or make any other assessment payment until such time as the then owner of the 11.041 acre parcel subdivides it. When an owner subsequent to Tilman subdivides the 11.041 acre parcel, all the parcels or lots created from the 11.041 acres (including the residue parcel) shall pay to the Glenmore Community Association, Inc., all assessments being paid by each Residential Lot and Family Dwelling Unit in the Glenmore development. All payments due shall commence on the date a building permit is obtained for construction on a parcel and shall be paid at the time due for payments from Residential Lots and Family Dwelling Units in Glenmore. If any assessments are not paid when due, the delinquent Owner shall also owe all costs of collection and any lawsuit including attorney fees plus interest from the due date until paid at the rate of 3% plus the prime rate of NationsBank or its successors.

Neither Tilman nor any other owner of the 11.041 acre parcel or any part thereof shall be a member of the Glenmore Community Association unless the Company incorporates the property into the Glenmore development and makes it subject to the Glenmore covenants and restrictions, at which time the terms of this paragraph will cease to be in effect.

Except as amended herein, the Declaration of Covenants and Restrictions of Glenmore and previous amendments thereto remain in full force and effect.

The name of Frank A. Kessler, General Partner of Glenmore Associates Limited Partnership, has been signed hereto by Stephen N. Runkle, as attorney in fact under Power of Attorney dated January 31, 1992, recorded in the aforesaid Clerk's Office in Deed Book 1205, page 440.

WITNESS the following signatures and seals this 14 day of March 1977.

GLENMORE ASSOCIATES LIMITED PARTNERSHIP, a Virginia Limited Partnership

By: \_\_\_\_\_ (SEAL)

Frank A. Kessler, General Partner :

By: \_\_\_\_\_ (SEAL)

Stephen N. Runkle, Attorney-in-Fact

By: \_\_\_\_\_ (Seal)

Stephen N. Runkle, General Partner

GLENMORE COMMUNITY ASSOCIATION, INC

By: \_\_\_\_\_ (Seal)

President

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTION  
OF GLENMORE

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addendums, if any, the Owners have decided to amend Article III, section 3 of the covenants and restrictions. Attached hereto as an Exhibit is the information required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions.

WITNESSETH:

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article III, Section 3 of the Declaration of Covenants and Restrictions is amended to read as follows:

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members who need not be Members of the Association. Five (5) of the seven (7) Directors shall be elected by the Members of the Association as provided herein. One (1) of the seven (7) Directors shall be an owner of a Bremerton Cottage Lot and shall be appointed by the Board of Directors of the Bremerton Cottages Association, Inc. One (1) of the seven (7) Directors shall be appointed by the owner of the Glenmore Country Club. The term of the Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Except as amended, the Declaration of Covenants and Restrictions of Glenmore remains in full force and effect.

The name of Frank A. Kessler, General Partner of Glenmore Associates, Limited Partnership, has been signed hereto by Stephen N. Runkle, as attorney in fact under Power of Attorney dated January 31, 1992, recorded in the aforesaid Clerk's Office in Deed Book 1205, page 440.

WITNESS the following signatures and seals this 21st day of February, 1996.

GLENMORE ASSOCIATES LIMITED PARTNERSHIP,  
a Virginia Limited Partnership

By: \_\_\_\_\_ (SEAL)

Frank A. Kessler, General Partner

By: \_\_\_\_\_ (SEAL)

Stephen N. Runkle, Attorney-in- Fact

By: \_\_\_\_\_ (SEAL)

Stephen N. Runkle, General Partner

GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)

Art Mann, President

30 April 1996



**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF GLENMORE**

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addenda, the Owners have decided to amend the Covenants and Restrictions. Attached hereto as an Exhibit is the information as required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates Limited Partnership, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions.

**WITNESSETH:**

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article III, Section 3, "Governance", is amended by substituting the following for the existing provision:

"Six (6) of the seven (7) Directors shall be elected by the Members of the Association as provided herein. One (1) of the seven (7) Directors shall be appointed by the owner of the Glenmore Country Club."

Pursuant to action of the Owners at the aforesaid meeting, Article VIII, Section 10, "Architectural Review of Common Areas", of the Declaration of Covenants and Restrictions is amended by substituting the following for the existing second paragraph:

"The Architectural Review Board for Common Areas shall be composed of at least five (5) but not more than eleven (11) Members, one of whom shall be appointed by the Board of Directors of the Bremerton Cottages Association, Inc., one appointed by the Board of Directors of the Scottish Homes Association, Inc., and all others appointed by the Board of Directors of the Association."

WITNESS the following signatures and seals.

GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
Trevor H. Joscelyne, President

GLENMORE ASSOCIATES LIMITED PARTNERSHIP

BY: The Frank A. Kessler Declaration of Trust dated  
November 18, 1996, as amended, General Partner

BY: \_\_\_\_\_ (SEAL)  
Peggy B. Kessler, Successor Trustee

BY: \_\_\_\_\_ (SEAL)  
John F. Gaffney, Successor Trustee

Approved December, 2010

## **AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF GLENMORE**

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addenda, the Owners have decided to amend the Covenants and Restrictions. Attached hereto as an Exhibit is the information as required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates Limited Partnership, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions.

### **WITNESSETH:**

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article V, "Covenants for Assessments", is amended by adding the following Section 5, "Construction Impact Fee":

At the time of the issuance of a Certificate of Occupancy for a new residence within Glenmore, the owner of a residential lot shall pay to the Association a Construction Impact Fee. In the event the lot is owned by a developer or builder for sale to a third party, payment of the Construction Impact Fee may be deferred until the settlement of the sale of the improved lot, or occupancy of the house, whichever occurs first. This Fee shall be paid into the Reserve Fund for roads, to offset the impact of construction traffic on the roads and the additional maintenance costs. The Fee shall only apply to lots within those sections of Glenmore commonly known as "Leake" and "Livengood", in addition to any lots created within Glenmore beyond the date of this amendment, with the exception of lots created within the section commonly known as "Glen Oaks".

The initial fee shall be \$500 per lot from January 1, 2012, then \$1,000 from January 1, 2013, increasing by \$100 each January 1 until 2018 when the fee shall be \$1,500. Beginning January 1, 2019 and each January 1 thereafter, the fee shall be adjusted in proportion to the subsequent adjustment in the National Highway Construction Cost Index (NHCCI) issued by the Federal Highway Administration, or its equivalent.

The fee shall become delinquent if not paid within thirty days of the due date, and will be treated in the same manner as delinquent assessments.

Existing Article V, Section 5, "Reserve Funds", remains the same, except that it is renumbered as Section 6.

Existing Article V, Section 6, "Date of Commencement of Annual Assessments", is deleted.

WITNESS the following signatures and seals.

GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
COLE HENDRIX, President

GLENMORE ASSOCIATES LIMITED PARTNERSHIP

BY: The Frank A. Kessler Declaration of Trust dated  
November 18, 1996, as amended, General Partner

BY: \_\_\_\_\_ (SEAL)  
Peggy B. Kessler, Successor Trustee

BY: \_\_\_\_\_ (SEAL)  
John F. Gaffney, Successor Trustee

Approved June 16, 2011

**AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS OF GLENMORE**

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addenda, the Owners have decided to amend the Covenants and Restrictions. Attached hereto as an Exhibit is the information as required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates Limited Partnership, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions. Glenmore Country Club, LLC, the "Country Club", as evidenced by its signature hereto, agrees to the terms of the amendment to the Declaration of Covenants and Restrictions.

**WITNESSETH:**

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article VI, "Covenants for Assessments", Section 6, "Country Club Assessments" is amended as follows:

Replace:

The Country Club shall reimburse the Association 50% of the maintenance fee described in Section 2 of this Article attributable for repair and maintenance of Piper Way from the intersection of Piper Way and Glenmore Way to the main entrance of the Country Club. In addition the Country Club shall reimburse the Association 50% of the cost of any internal security maintained by the Association. The Association shall present a written itemized statement for these items to the Country Club quarterly and the Country Club shall make payment within thirty (30) days of receipt of the statement. If not paid within that time, the Association shall have the same rights against the Country Club and associated facilities as it does for delinquent assessments on lots pursuant to Article V.

With:

The Owner of the Country Club (the "Club Owner") shall reimburse the Association a defined Percentage Contribution of the maintenance fee described in Section 2 of this Article attributable for repair and maintenance of Piper Way from the intersection of Piper Way and Glenmore Way to the main entrance of the Country Club. In addition the Country Club shall reimburse the Association a defined Percentage Contribution of the cost of permanent security staff employed or contracted by the Association to staff the guard house at the entrance to Glenmore. The Association shall present a written itemized statement for these items to the Club Owner quarterly and the Club Owner shall make payment within thirty (30) days of receipt of the statement. If not paid within that time, the Association shall have the same rights against the

Country Club and associated facilities as it does for delinquent assessments on lots pursuant to Article V.

Beginning 1<sup>st</sup> July, 2011 the Percentage Contributions shall each be 25% of the costs for repair and maintenance of Piper Way and guard house security described hereinafter, which percentages shall be held constant for 5 (five) years, until the ownership of the Country Club should change, or 51% or more of the beneficial ownership Club Owner shall change whichever occurs first. Thereafter, the Board of Directors may modify, at its sole discretion, the defined Percentage Contributions to be paid by the Club Owner. Neither Percentage Contribution shall at any time exceed 50%.

The Club Owner shall provide meeting room facilities at no charge for use by the Association, as well as the Scottish Homes and Bremerton Cottages Associations. The Club Owner shall also provide reasonable storage and office space for use by the Association for the purpose of storing and accessing its records; but shall not be responsible for loss or damage to such records.

The Club Owner shall also provide the Association with a Right of First Purchase of the Country Club (the "Right"). The terms of the Right shall be that prior to any sale of the Country Club, the Country Club shall be first offered to the Association in writing at the price and on the terms as it shall be offered to another purchaser (the "Initial Offer"). If the Initial Offer is not accepted in writing by the Association within sixty (60) days after receipt of written notice setting forth the terms thereof, the Club Owner may, within 365 days after the expiration of such period, enter into a contract to sell the Country Club at a price not less than 90% of that set forth in the Initial Offer. If the Club Owner desires during such period to accept an offer at a price less than 90% of the Initial Offer, an additional written offer must be made to the Association at the reduced price and on the other terms of such offer (the "Lower Offer"). If the Association does not accept the Lower Offer in writing within fifteen (15) days of receipt of written notice thereof, the Club Owner may thereafter accept an offer to purchase the Country Club at the price and on the other terms of the Lower Offer at any time within the next 365 days. If the Club Owner does not enter into a binding contract for the sale of the Country Club within 365 days after the expiration of any acceptance period provided above, a new Initial Offer shall be required in accordance with the provisions of this Paragraph. Any offer or acceptance provided above shall be deemed effective upon hand delivery or three (3) days after it is deposited into the US Mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom it is directed at its last known address as shown on the records of the party sending the offer or acceptance. The Association may assign its interest herein to residents of Glenmore or members of the Country Club. The provisions relating to the Right set forth herein shall be applicable to a sale of all of the Country Club or any portion thereof that materially affects the operation of the Country Club, but shall not be applicable to sales of real property that do not materially affect the operation of the Country Club. The provisions relating to the Right set forth herein shall be applicable to the sale or transfer of membership interest in the limited liability company, shares in any successor corporation or interest in any successor business entity owning title to the Country Club resulting

in a change of more than 50% of the beneficial ownership interest in the entity; provided that a transfer into a trust for estate planning purposes, a transfer to the owners' spouse, children or grand children by gift, devise or bequest shall not trigger the Association's Right. The provisions of the Right shall, without further documentation, be subject and subordinate to the lien of any deed of trust now or hereafter in effect with respect to the Country Club. Upon request by the Club Owner, the Association will provide written documentation in form reasonably satisfactory to the Club Owner of the non-exercise of the rights granted to the Association in this Paragraph, and of the subordination of the provisions of the Right of First Purchase to any such deed of trust. The terms of this Declaration relating to the Right may be amended by written agreement of the Association and the Club Owner, which written agreement shall be recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia.

WITNESS the following signatures and seals.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_ (SEAL)  
Cole Hendrix, President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by COLE HENDRIX as President of Glenmore Community Association, Inc.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

**GLENMORE ASSOCIATES LIMITED PARTNERSHIP**

BY: The Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner

BY: \_\_\_\_\_ (SEAL)  
Peggy B. Kessler, Successor Trustee

BY: \_\_\_\_\_ (SEAL)  
John F. Gaffney, Successor Trustee

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by PEGGY B. KESSLER as Successor Trustee under the Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner of Glenmore Associates Limited Partnership.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by JOHN F. GAFFNEY as Successor Trustee under the Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner of Glenmore Associates Limited Partnership.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

**GLENMORE COUNTRY CLUB, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_ (SEAL)

David R. Rathburn, Manager

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by DAVID R. RATHBURN, Manager of Glenmore Country Club, LLC.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission No.: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Approved October 20, 2011

NOT VALID FOR USE IN HOMEOWNERS PACKET



**EXHIBIT**

**FOR AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF GLENMORE**

Date of Meeting of Owners:	October 20, 2011
Date Notice of Meeting Given to Owners:	September 23, 2011
Total Number of Votes of Owners of Property Substantially Affected by Such Amendment:	772
Total Number of Votes Required to Constitute a Quorum at Meeting of Owners:	232
Total Number of Votes of Owners Present at Said Meeting:	442
Total Number of Votes Necessary to Adopt Such Amendment:	295
Total Number of Votes Cast in Favor of Amendment to Article VI, "Covenants for Assessments" by amending Section 6, "Country Club Contributions"	357
Total Number of Votes Cast Against Such Amendment:	82
Total Number of Votes Cast as Abstaining	3

This statement is certified as true and correct.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_ (SEAL)  
Cole Hendrix, President

Attested: \_\_\_\_\_ (SEAL)  
Elizabeth Ewing, Secretary

## **AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF GLENMORE**

Pursuant to Article XII, Section 2 of the Declaration of Covenants and Restrictions of Glenmore, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1224, beginning at page 402, with subsequent addenda, the Owners have decided to amend the Covenants and Restrictions. Attached hereto as an Exhibit is the information as required regarding the meeting of the Association at which the amendment was adopted. Glenmore Associates Limited Partnership, the Company, as evidenced by its signature hereto, consents to this amendment to the Declaration of Covenants and Restrictions.

### **WITNESSETH:**

Pursuant to a duly called meeting as set forth on the attached Exhibit, Article V, "Covenants for Assessments", is amended by adding the following Section 5, "Construction Impact Fee":

At the time of the issuance of a Certificate of Occupancy for a new residence within Glenmore, the owner of a residential lot shall pay to the Association a Construction Impact Fee. In the event the lot is owned by a developer or builder for sale to a third party, payment of the Construction Impact Fee may be deferred until the settlement of the sale of the improved lot, or occupancy of the house, whichever occurs first. This Fee shall be paid into the Reserve Fund for roads, to offset the impact of construction traffic on the roads and the additional maintenance costs. The Fee shall only apply to lots within those sections of Glenmore commonly known as "Leake" and "Livengood", in addition to any lots created within Glenmore beyond the date of this amendment, with the exception of lots created within the section commonly known as "Glen Oaks".

The initial fee shall be \$500 per lot from January 1, 2012, then \$1,000 from January 1, 2013, increasing by \$100 each January 1 until 2018 when the fee shall be \$1,500. Beginning January 1, 2019 and each January 1 thereafter, the fee shall be adjusted in proportion to the subsequent adjustment in the National Highway Construction Cost Index (NHCCI) issued by the Federal Highway Administration, or its equivalent.

The fee shall become delinquent if not paid within thirty days of the due date, and will be treated in the same manner as delinquent assessments.

Existing Article V, Section 5, "Reserve Funds", remains the same, except that it is renumbered as Section 6.

Existing Article V, Section 6, "Date of Commencement of Annual Assessments", is deleted.

WITNESS the following signatures and seals:

GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_ (SEAL)  
COLE HENDRIX, President

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by COLE HENDRIX as President of Glenmore Community Association, Inc.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

GLENMORE ASSOCIATES LIMITED PARTNERSHIP

BY: The Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner

BY: \_\_\_\_\_ (SEAL)  
Peggy B. Kessler, Successor Trustee

BY: \_\_\_\_\_ (SEAL)  
John F. Gaffney, Successor Trustee

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by PEGGY B. KESSLER as Successor Trustee under the Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner of Glenmore Associates Limited Partnership.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by JOHN F. GAFFNEY as Successor Trustee under the Frank A. Kessler Declaration of Trust dated November 18, 1996, as amended, General Partner of Glenmore Associates Limited Partnership.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_

Approved June 2011

**EXHIBIT**

**FOR AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF GLENMORE**

Date of Meeting of Owners: June 16, 2011

Date Notice of Meeting Given to Owners: June 1, 2011

Total Number of Votes of Owners of Property  
Substantially Affected by Such Amendment:

733

Total Number of Votes Required to  
Constitute a Quorum at Meeting of Owners:

220

Total Number of Votes of Owners Present at Said Meeting:

379

Total Number of Votes Necessary to Adopt Such Amendment:

253

Total Number of Votes Cast in Favor of Amendment to  
Article V, Section 3, "Covenants for Assessments" by  
Adding new Section 5, "Construction Impact Fee", renumbering  
Existing Section 5 as Section 6 and deleting existing  
Section 6:

363

Total Number of Votes Cast Against Such Amendment:

16

This statement is certified as true and correct.

GLENMORE COMMUNITY ASSOCIATION, INC.

By: \_\_\_\_\_(SEAL)  
Cole Hendrix, President

Attested: \_\_\_\_\_(SEAL)  
Secretary

**Articles of Incorporation of Glenmore Community Association, Inc.**  
**(A Non-Stock Corporation)**

**Article I – Name**

The name of the Association shall be Glenmore Community Association, Inc. (the "Association").

**Article II – Purpose**

The Association is organized and shall be operated exclusively as a Homeowners Association within the meaning of Section 528(c) of the Internal Revenue Code of 1986, as amended (all reference herein to such section or other sections of such Code include the corresponding provision of any future United States internal revenue law). The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed is to provide for the acquisition, construction, management, maintenance and care of certain real estate and the enforcement of covenants within the area designated as "Glenmore" located in the County of Albemarle, Virginia as more particularly described in the Declaration of Covenants and Restrictions of Glenmore, made by Glenmore Associates Limited Partnership, a Virginia limited partnership, recorded in the Clerk's Office of the Circuit Court of the County of Albemarle, Virginia, as it may hereafter be amended or supplemented from time to time (the Covenants) and to provide a means whereby the Members, acting together, may provide for the management, maintenance and care of the Glenmore Common Areas, and shall: (a) enforce the Covenants and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the Covenants and Bylaws; (c) pay all expenses of the Association; (d) subject to the Covenants and the Bylaws acquire, own, hold, provide, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and exercise or waive any rights in its favor arising under the Covenants; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-stock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure, other than by acquiring, constructing, or providing management, maintenance and care of the Glenmore Common Areas, and other than by rebate of excess membership dues, fees and assessments, to the benefit of any private individual.

### **Article III - Membership and Voting Rights**

The Association shall have one or more classes of Members as designated in its Bylaws. Directors shall be elected by the Members and the Bylaws shall also state the qualifications and rights of the Members of each class and shall confer, limit or deny the right to vote.

### **Article IV – Board of Directors**

- (a) The number of directors constituting the initial Board of Directors is one, and his name and address are as follows:

Stephen N. Runkle, P. O. Box 5207, Charlottesville, Virginia 22905

- (b) Except for the initial Board of Directors, the number of directors shall be as established by the Bylaws, or in the absence of such a bylaw, shall be one.

- (c) The term of office for a director shall be one year.

Requirements and qualifications for directors shall be as set forth in the Bylaws.

### **Article V - Definitions**

Except as expressly defined herein, all capitalized terms used herein shall have the meanings set forth in the Covenants or in the Bylaws of this Association.

### **Article VI – Registered Office and Agent**

The address of the initial registered office of the Association, which is located in the City of Charlottesville, is c/o McGuire, Woods, Battle & Boothe, Court Square Building, 418 East Jefferson Street, P. O. Box 1288, Charlottesville, Virginia 22902. The initial registered agent of the Association is Gary C. McGee, who is a resident of Virginia and a member of the Virginia State Bar and whose address is identical with the registered office.

### **Article VII – Limit on Liability and Indemnification**

7. 1. Definitions. For purposes of this Article the following definitions shall apply:

- (a) “Association”, means this Association only and no predecessor entity or other legal entity;
- (b) “expenses” include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;
- (c) “liability” means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;

(d) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise;

(e) "predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Association in a merger or otherwise; and

(f) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

7.2. Limit on Liability. In every instance in which the Virginia Non-stock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its members, the directors and officers of this Association shall not be liable to the Association or its Members.

7.3. Indemnification of Directors and Officers. The Association shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association or because such individual is or was serving the Association, or any other legal entity in any capacity at this request of the Association while a director or officer of the Association, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Association shall be deemed service at the request of the Association. The determination that indemnification under this Section 7.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 7.4 of this Article; provided, however, that if a majority of the directors of the Association has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Association is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 7.3.



7.4. Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 7.3, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under

this Section 7.4 is permissible, the Authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 7.3 of this Article shall be limited by the provisions of this Section 7.4.

7.5. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Association. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent such person is indemnified by another, including an insurer. The Association is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Association or any other legal entity at the request of the Association regardless of the Association's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Association from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

7.6. Application: Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

Gary C. McGee  
Gary C. McGee, Incorporator

Dated: 7/14/92

NOT VALID FOR USE IN HOMEOWNERS PACKET

## ARTICLES OF AMENDMENT OF GLENMORE COMMUNITY ASSOCIATION, INC.

Pursuant to Virginia Code §13.1-886, 1950, as amended, the corporation submits these articles of amendment:

1. The name of the corporation is Glenmore Community Association, Inc.
2. The amendment substitutes the following for the existing text of Article IV(b):

The term of office for each director shall be two years, except that at the first annual meeting following adoption of the amendment, three of the directors shall be elected for a one year term only. Thereafter, all terms shall be for two years.

3. The amendment was adopted at a special meeting of the members that took place on December 17, 2009.
4. The amendment was proposed by the Board of Directors and submitted to the members in accordance with the Virginia Non-Stock Corporation Act:
  - a. There is only one voting group of members for the corporation;
  - b. A quorum of members existed; and
  - c. The total number of votes cast for the amendment was 319 and the votes against the amendment was 20 so that the amendment was approved by more than two-thirds of the members present in person or by proxy as required by the Act.

Respectfully submitted,

GLENMORE COMMUNITY ASSOCIATION, INC.

By:

Trevor H. Jorelyne  
President

Approved December 1992

BYLAWS  
GLENMORE COMMUNITY ASSOCIATION, Inc.

ARTICLE I  
APPLICABILITY

These Bylaws provide for the governance of Glenmore Community Association, Inc, a Virginia nonstock corporation (the "Association"). Capitalized terms used herein without definitions shall have the meanings specified for such terms in the Articles of Incorporation of the Association (the "Articles of Incorporation") or in the Declaration of Covenants and Restrictions of Glenmore, made by Glenmore Associates Limited Partnership, a Virginia limited partnership, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, as the same may hereafter be amended or supplemented from time to time (the "Covenants").

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Glenmore Associates Limited Partnership, a Virginia limited partnership (the "Company") shall be a Member of the Association, and a creditor who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure shall be a Member of the Association. Every Owner and Tenant, unless otherwise specified in the Covenants, shall be a Member of the Association. Every Owner shall be required to submit the name(s) of his Tenant(s) and the duration of their tenancy to the secretary of the Association. The Association may issue to each Member a membership card which shall expire upon termination of a Tenant's Lease or upon sale by an Owner of his property in Glenmore.

Section 2. Voting Rights. The Association shall have two (2) types of regular voting membership;

TYPE "A": Type "A" Voting Members shall be all Owners, with the exception of the Company. Type "A" Voting Members shall be entitled to one (1) vote for each Residential Lot or Family Dwelling Unit in which they hold the interest required for membership.

TYPE "B": Type "B" Voting Members shall be the Company, its successors or assigns. A Type "B" Voting Member shall be entitled to three (3) votes for each Residential Lot or Family Dwelling Unit in which it holds the interest required for membership.

Tenants shall not have the right to vote.

When any property entitling the Owner to membership as a "Type A" or a Type "B" Voting Member of the Association is owned of record in the name of two (2) or more persons or entities whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint of common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order

appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

- a) If only one (1) votes, in person or by proxy, his act shall bind all;
- b) If more than one (1) votes, in person or by proxy, the act of the majority so voting shall bind all;
- c) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes;
- d) If the instrument or order filed with the Secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;
- e) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections, and for the purpose of ascertaining the presence of a quorum.

Section 3. Suspension of Voting Rights. The Board of Directors may suspend the voting rights of any Member during any period of time when such Member is in default of any obligation under these Bylaws or the Covenants.

### ARTICLE III DIRECTORS

Section 1. Governance. The Association shall be governed by a Board of Directors consisting of seven (7) members who need not be Members of the Association. The term of such Directors is to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Section 2. Election of the Board of Directors. Each Voting Member of Type "A" and type "B" membership classes shall be entitled to as many votes as equals the total number of votes he is entitled to based on the number of Lots owned. Each Member may cast the total number of votes to which he is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.

Section 3. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of the majority of the directors present at a meeting in which a quorum is present shall constitute the

decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less, than a quorum present, those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 5. Tenure. At the first annual meeting, the Voting Members shall elect Directors to serve until the second subsequent Annual Meeting. At each annual meeting thereafter the Voting Members shall elect Directors as provided herein. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, or by a sole remaining Director and, if not previously filled, shall be filled at the next succeeding meeting of the Members of the Association. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he was elected to fill. Election of Directors by the Board of Directors to fill a vacancy may be conducted by mail ballot if the Board of Directors so determine.

Section 6. Annual Meetings. Annual meetings of the Board of Directors to elect officers shall be held annually immediately following the annual meeting of the Members.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors by giving notice thereof as provided in Section 8 of this Article III. Such persons calling a special meeting of the Board of Directors may fix any location as the place for holding such special meeting.

Section 8. Notice. When notice of any meeting of the Board of Directors is required, such notice shall be given at least five days previous to such meeting by written notice delivered personally or sent by mail to each Director at his address as shown on the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States mail in a sealed envelope properly addressed. Any Director may waive notice of any meeting before or after the time of the meeting stated therein and attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law, the Articles of Incorporation, these Bylaws or the Covenants.

Section 9. Compensation. Directors of the Association shall not receive any stated salaries for their services, but by resolution of the Board of Directors, any director may be reimbursed for his actual expenses incurred in the performance his duties as director but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

#### ARTICLE IV POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Glenmore Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the Glenmore Common Areas of any Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Covenants;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested in writing by one fourth (1/4) vote of the Voting Members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed ;
- (c) fix the amounts of all assessments; send written notice of all assessments to every Owner subject thereto; in the discretion of the Board of Directors, foreclose the lien against any

property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;

- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned or leased by the Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Glenmore Common Areas to be maintained or improved; and
- (h) such other duties as are set forth in the Covenants.

Section 3. Annual Statements. The President, Treasurer, or such other Officer as may have custody of the funds of the Association shall, annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association; provided however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 (\$1,000.00) Dollars. Such Officer shall furnish to each Member of the Association who may make a request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first mortgage on a lot(s) or unit(s) shall be entitled upon written request to a financial statement for the immediately preceding fiscal year.

Section 4. Annual Budget. The Board of Directors shall prepare and make available to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.



## ARTICLE V MEETINGS

Section 1. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Voting Members at an open meeting or the Association shall be as follows:

- (a) The first time a meeting of the Members of the Association is called for any purpose the presence at the meeting of Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the membership shall constitute a quorum.

If the required quorum is not present as set forth in subparagraph (a) above, another meeting or meetings may be called and the required quorum at such subsequent meeting or meetings shall be one-half (1/2) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article V, Section 1, and any other requirements for such "duly called meeting" which may be established herein. For the purpose of this section "proper notice" shall be deemed to be given when given each Voting Member not less than fifteen (15) days prior to the date of the meeting at which any proposed action is to be considered. -

Section 2. Proxies. All Voting Members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 3. Ballots by Mail. When desired by the Board of Directors, there shall be sent with the notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Voting Members and a ballot on which each Voting Member may vote for or against each such motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 1 of this Article V; providing, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on ballots. .

Section 4. Annual Meetings. The annual meeting of the Association shall be held on such date during the month of February each year as shall be fixed by the Board of Directors.

Section 5. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 6. Special Meetings. Special meetings of the Members may be called by the President or a majority of the Directors, and by the Secretary upon demand of Members as required by law.

Section 7. Notice of Meetings. Written notice stating the place, day and hour of each meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fifteen (15) days before the date of the meeting (except when a different time is required by law) either personally or by mail, telegraph, teletype, telecopy or other form of wire or wireless communication or by private courier, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be effective when deposited in the United States mail with postage thereon prepaid, addressed to the Member at his or her address as it appears on the Association's current record of Members. If given in any other manner, such notice shall be deemed to be effective when given personally or sent by telegraph, teletype, telecopy or other form of wireless communication or given to a private courier to be delivered.

If a meeting is adjourned to a different date, time or place, notice need not be given if the new date, time or place is announced at the meeting before adjournment. However, if a new record date for an adjournment is fixed, notice of the adjourned meeting shall be given to persons who are Members as of the new record date unless a court provides otherwise.

Section 8. Record Dates. The record date for determining Members entitled to demand a special meeting is the date the first Member signs the demand that the meeting be held.

Except as is provided in the preceding paragraph, the Board of Directors may fix, in advance, a record date to make a determination of Members entitled to notice of, or to vote at, any meeting of Members, such date to be not more than seventy (70) days before the meeting or action requiring a determination of Members. If no such date is set for any meeting, then, except as provided in the preceding paragraph, the record date shall be the close of business on the day before the date on which the first notice of the meeting is mailed. If notice is given in any other manner, then the record date shall be the close of business on the day before the date on which the first notice of the meeting is given.

When determination of Members entitled to notice of or to vote at any meeting of Members has been made, such determination shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

## ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant

Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a Director of the Association. Other officers may, but need not, be directors of the Association.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment, the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors, except as otherwise determined by the Board of Directors. The President shall be chief executive officer of the Association.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Director, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the Association; provided, however, that a committee may not (i) approve or recommend to Members action that is required by law to be approved by Members (ii) fill vacancies on the Board of Directors or on any of its committees; (iii) amend the Articles of Incorporation; (iv) adopt, amend or repeal these Bylaws or the Covenants; or (v) approve a plan of merger not requiring member approval.

The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct required of a director.

Section 2. Committee Meetings, Miscellaneous. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to committees of directors and their members as well.

## ARTICLE VIII MISCELLANEOUS

Section 1. Amendments. All proposed Amendments to these Bylaws shall be submitted to a vote of the Voting Members at a duly called meeting of the Association subject to the quorum requirements established by Article V, Section 1, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least fifteen (15) days prior to the date of the meeting at which such proposed amendment is to be considered.

So long as the Company is a Type "B" Member of Glenmore Community Association, Inc., under the Declaration of Covenants and Restrictions of Glenmore, no Amendment of these Bylaws shall be made without the written consent of the Company.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of these Bylaws or the Covenants shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail with the proper postage affixed, to the address appearing on the Association's membership list. Notice to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 3. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for herein.

Section 4. Management and Contract Rights of Association. The Company may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or

ratification of the terms and conditions of such contract. Any contract or lease entered into by the Company or by the Association while the Type "B" Member elects a majority of the Directors of the Association shall contain a provision allowing the Association to terminate such contract without justification or penalty after the Type "B" Member no longer elects a majority of the Directors of the Association.

Section 5. Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year; (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condition or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance Policy of fidelity bond maintained by the Owners Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

Section 6. Corporate Seal. The corporate seal of the Association shall be circular and shall have inscribed thereon, within and around its circumference, "GLENMORE COMMUNITY ASSOCIATION, INC.". In the center shall be the word "SEAL".

## Regulations Approved by GCA Boards

*\*indicates attached supporting documents*

Number	Date	Regulation
1994-01	October 17, 1994	All outside <b>solicitation</b> is prohibited, and inside solicitation must be “discrete and considerate”.
1997-01	April 21, 1997	The <b>right of ways bordering the roadways</b> will not be will not be maintained by the GCA, and must be maintained by the property owner.
1997-02	September 22, 1997	<b>Garage sales</b> would not be authorized on the premises. The fire house may be used as an alternative location.
1999-01	October 21, 1997	No representatives of <b>the media</b> will be allowed into Glenmore unless the guard on duty first contacts the President of the GCA, or other Glenmore official.
2005-01	July 11, 2005	Change to the <b>Construction Hours Guidelines*</b> . New guidelines will go into effect on August 1
2006-01	January 9, 2006	All unauthorized <b>roadside posts</b> will be removed.
2006-02	September 20, 2006	<b>Trucks</b> will not be allowed to be parked in drives in Glenmore if they are work-related trucks that carry signage or utility racks or tool boxes or any combination of these. Trucks larger than pick-up trucks (panel trucks, vans, box trucks, etc.) should either be garaged or kept at the RV lot.
2007-01	August 23, 2007	Updated <b>Common Area Review Board Guidelines*</b> approved.
2009-01	June 25, 2009	Updated <b>Guidelines for Lot Maintenance*</b> approved.
2009-03	December 17, 2009	The following guidelines shall be used for enforcement of violations: <b>Trash containers</b> shall be placed at the street side on a regular basis no earlier than 6PM on the day before pick-up, and shall be removed as soon as possible after collection.
2010-1	January 21, 2010	Any member who has <b>delinquent dues</b> without a payment plan in place will have <b>no voting rights</b> .
2010-2	August 19, 2010	Updated <b>Procedure for Collection of Late Assessments*</b> .
2010-3	October 28, 2010	<b>No dumping</b> will be allowed by residents or contractors on any GCA Common Area property.
2010-4	November 18, 2010	<b>Regulations for Use of Glenmore Roads &amp; Paths*</b>
2011-01	April 21, 2011	Guidelines for the installation of <b>Irrigation Systems*</b>
2012-01	April 31, 2012	Updated <b>Financial Policy &amp; Procedures</b> Statements*
2012-02	May 17, 2012	Updated GCA <b>Restricted Access Policy*</b>
2012-03	November 22, 2012	<b>Association Complaint Procedure</b> approved

**Construction Hours Guidelines – Updated July 2005**

Due to the increasing numbers of residents at Glenmore, construction activity must be limited to the following schedule:

**Monday to Friday** — All commercial construction activity, including commercial service vehicles, commercial construction material delivery and commercial lawn services, may not be permitted into Glenmore before 7:00 a.m. and must be off the job site and out of Glenmore proper by 7:00 p.m. during Daylight Savings Time and by dusk during Eastern Standard Time. Exclusions to this change will be the U.S. Postal Service and corporate package delivery services, such as FedEx, UPS, etc., food delivery service as well as similar types of personal service deliveries. In the case of a homeowner emergency, any service vehicle will be permitted.

**Saturday** — Commercial construction activity, including commercial service vehicles, commercial construction material delivery and commercial lawn services, may not be permitted into Glenmore before 8:00 a.m. and must be off the job site and out of Glenmore proper by 4:00 p.m. In the case of a homeowner emergency, any service vehicle will be permitted.

**Sunday and designated holidays** - Commercial construction activity, including commercial service vehicles, commercial construction material delivery and commercial lawn services, will not be permitted into Glenmore. In the case of a homeowner emergency, any service vehicle will be permitted.

Designated holidays include: New Years Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving and December 25<sup>th</sup>.

Additionally, homeowners may be permitted commercial services outside of the designated hours on Sundays and holidays when unusual conditions and unforeseen circumstances present themselves due to inclement weather, natural events or other circumstances beyond their control.

For example: A destructive storm requires tree removal and clean up or after long periods of rain where homeowners require lawn cutting, etc.

If you have any questions as to the exceptions listed above, please contact the Controlled Access Committee Chairman.

These new guidelines will go into effect August 1, 2005

**Guidelines for Lot Maintenance** – updated June 2009

The Declaration of Covenants and Restrictions of Glenmore Article VIII Section 5, Maintenance of Property, states the following:

*“It shall be the responsibility of each Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Property which shall tend to substantially decrease the beauty or safety of Glenmore, the neighborhood as a whole, or the specific area.”*

The following guidelines will be used to help determined when a lot may be considered “unkempt” in accordance with the above. The Board of Directors of the GCA will use its discretion in the interpretation and application of these guidelines to individual situations.

Lot with Residence:

- Regular mowing with edge trimming during growing season (April through November)
- No dead trees or shrubs in front of house or visible from street
- No dead or leaning trees posing hazard to neighboring properties
- Landscaped areas on front of house mostly weed free
- Shrubs maintained appropriately with occasional trimming

Vacant Lot – Mostly Grass and Weeds:

- Minimum of monthly cutting during growing season (April through November)

Vacant Lot – Mostly Wooded:

- No uprooted stumps visible 50 feet from pavement
- No standing dead trees in front of lot or endangering neighboring lots
- No partially down trees visible from front of lot
- Brush and undergrowth cleared 50 feet from pavement
- Only a few dead trees on the ground

General:

- Back of lots may be reviewed for enforcement and above policies may be applied
- Trash shall not accumulate on properties
- Regular parking of vehicles other than on driveways is not permitted



**GLENMORE COMMUNITY ASSOCIATION  
FINANCIAL POLICY AND PROCEDURES STATEMENTS  
AUGUST 26, 2009**

**FINANCIAL POLICY STATEMENT**

**FINANCIAL POLICY STATEMENT 1 – ORGANIZATION**

The Glenmore Community Association, Inc. is organized and shall be operated exclusively as a Homeowner's Association as defined within the Internal Revenue Code of 1986. The purpose of the Glenmore Community Association, Inc. is to provide for the acquisition, construction, management, maintenance and care of certain assets within the community known as "Glenmore", as defined in Articles of Incorporation.

**FINANCIAL POLICY STATEMENT 2 – FINANCIAL RESPONSIBILITY**

The Board of Directors of the Glenmore Community Association, Inc. shall be responsible for the preservation of the assets, the receipt of all revenues, the payment of all liabilities and the recording of all revenue and expense transactions in accordance with Generally Accepted Accounting Principles as adopted from time to time by the American Institute of Certified Public Accountants.

**FINANCIAL POLICY STATEMENT 3 – ACCOUNTING METHODOLOGY**

The financial books and records of the Association will be maintained on a modified cash basis of accounting.

**FINANCIAL POLICY STATEMENT 4 – AUDITS**

On the recommendation of the Treasurer and the Financial Oversight Committee, the Board of Directors of the Glenmore Community Association, Inc. will engage a certified public accounting firm to conduct an annual audit of the books and records of the Glenmore Community Association, Inc. The audit scope will also include a review of the of the internal controls and the segregation of duties of the Association.

**FINANCIAL POLICY STATEMENT 5 – DELEGATION OF DUTIES**

The Board of Directors will annually elect officers. One of the officers shall be the Treasurer who will be directly responsible for the financial affairs of the Association. The Treasurer will insure that there is sufficient delegation of duties among the Directors and contracted individuals so as to provide for sufficient levels of internal control appropriate for the size and complexity of the Association's operations.

**FINANCIAL POLICY STATEMENT 6 – BANKING AND INVESTMENTS**

On the recommendation of the Treasurer, the Board of Directors will approve the opening and closing of bank checking accounts for the cash assets of the Association. These bank checking accounts will only be maintained in federally insured institutions. There will be two bank accounts: the operating bank checking account and the investment bank checking account.

All cash not immediately required to support the operations of the Association, will be maintained in the investment bank checking account. All investments of cash from the investment account will be in money market funds with such multiple maturities as necessary to meet future operating requirements. All money market fund investments will be collateralized with U.S. government securities.

## **FINANCIAL POLICY STATEMENT 7 – ANNUAL DUES**

In conjunction with the approval of the annual budget, the Board will review and approve the annual association dues. The membership will be notified in writing of the amount of the annual dues as determined by the Board.

## **FINANCIAL POLICY STATEMENT 8 – CHANGES TO POLICIES**

Financial policies may be modified by a majority of Directors at a duly constituted Board Meeting.

## **FINANCIAL PROCEDURE STATEMENTS:**

### **FINANCIAL PROCEDURE STATEMENT 1 – ACCOUNTING SYSTEM**

On the recommendation of the Treasurer, the Board of Directors will review, evaluate and, with the concurrence of the Certified Public Accounting Firm, select an accounting system that will allow for the proper accounting of the business of the Association. The adequacy of the accounting system will be reviewed on an annual basis in conjunction with the preparation of the budget.

The password for accessing the system will be given to the Treasurer and the bookkeeper. The Financial Oversight Committee and the Directors will have password access to the accounting system on a “Read Only” basis. At such times as the individual(s) in these positions change, the password will be changed by the Treasurer or bookkeeper.

## **FINANCIAL PROCEDURE STATEMENT 2 –ANNUAL BUDGET**

Within sixty (60) days prior to the end of the fiscal year, the Board of Directors will schedule the preparation, review and approval of an annual operating budget. The budget will include all revenue and expense items, a projected balance sheet, a statement of cash flow and a capital budget in a format recommended by the Treasurer. The budget will be reviewed by the financial Oversight Committee and approved by the Board of Directors. The approved budget will be available to the members of the Association both on the Association’s web site and in hard copy format.

## **FINANCIAL PROCEDURE STATEMENT 3 – CHART OF ACCOUNTS**

On the recommendation of the Treasurer and concurrence of the Certified Public Accounting Firm, the Board will approve and cause to have implemented a Chart of Accounts that will insure the proper recording of the financial transactions on the modified cash basis of accounting. The Chart of Accounts will include the title of the account and a description of the transactions to be included in that account. The Chart of Accounts will be reviewed annually by the Financial Oversight Committee.

## **FINANCIAL PROCEDURE STATEMENT 4- BOOKKEEPER**

On the recommendation of the Treasurer and concurrence of the Board, the Association will contract with a bookkeeper with accounting experience to keep the books and records and to perform such other duties as may be assigned in writing. The contract will run for the calendar year with the right of either party to terminate on the anniversary of the contract. Compensation will be contractually agreed.

## **FINANCIAL PROCEDURE STATEMENT 5 – OPERATING AND INVESTMENT BANK CHECKING ACCOUNTS**

On the recommendation of the Treasurer, the Board will approve the opening and maintenance of an operating bank checking account and an investment bank checking account as required to fulfill the duties of the Association. The Board will approve and authorize designated authorized signers. The authorized signers on the bank checking accounts will be no more than three to include the bookkeeper or the Treasurer and one other of the authorized signers.

Wire transfers or electronic payment of funds will not be permitted except between operating and investment bank checking accounts. Movement of funds between the Associations’ bank checking accounts must be approved by two authorized signers.

The bookkeeper and at least one other authorized signer will be required on every check payable from the cash operating account.

The Treasurer will receive the monthly account statement from the bookkeeper and will require a complete reconciliation of the account to be completed within ten (10) business days of the receipt of the statement. The completed account reconciliation will be submitted to the Financial Oversight Committee for review and approval.

All bank statements and the reconciliations will be maintained for a period of seven (7) years.

## **FINANCIAL PROCEDURES STATEMENT 6 – INVESTMENT OF FUNDS**

Cash not required to meet operating requirements will be invested in authorized investment instruments.

#### **FINANCIAL PROCEDURE STATEMENT 7 – COLLECTION OF ANNUAL ASSOCIATION FEES.**

The bookkeeper will maintain a record of each of the members of the Association in the accounting system. The Treasurer will be responsible for sending notification to each member of the Association with regard to the amount of dues owed, the due date and the amount of penalty for late payment.

The bookkeeper will record the payment of dues received in the accounting system. Delinquent members will be billed 10 days following the due date with the applicable penalty noted. A further notification will be mailed 30 days following the due date. At 30 days following the due date, a lien notice will be sent to the member and, at the discretion of the Treasurer, the account may be turned over to a collection agency.

#### **FINANCIAL PROCEDURES STATEMENT 8 - RECEIPT OF MAIL**

Mail is received at a Post Office Box at the Keswick, VA Post Office. The mail can be picked up by individual(s) designated by the Treasurer but not the bookkeeper. All first class mail received at the Association office will be logged in on a spread sheet indicating date received, contents (i.e. dues payment, invoice, general correspondence) and all checks must be immediately stamped with an endorsement stamp. Invoices must be sent to a Director or contractor designated by the President for approval in writing. General correspondence should be distributed to the President or the responsible party designated by the President. .

#### **FINANCIAL PROCEDURE STATEMENT 9 – REVENUE RECEIPT PROCESSING**

The Treasurer or bookkeeper will verify the number of checks received for deposit and will prepare a deposit slip. Each check will be individually listed by payer name on the deposit ticket(s). When the deposit is completed, a person(s) designated by the Treasurer will take the deposit to the banks. The receipt will be returned to the bookkeeper.

The bookkeeper will record the payment into the accounting system with a debit to cash and a credit to the account of the individual member. The total receipts deposited must equal the accounting transaction totals.

On a monthly basis, a list of past due members will be prepared by the bookkeeper and submitted to the Board by the Treasurer.

Revenue from sources other than Association dues will be recorded to the accounting system on the day of receipt.

#### **FINANCIAL PROCEDURE STATEMENT 10 – VENDORS**

All vendors must be approved by a Director or a contract individual (the “Responsible Party”) as designated by the President before being entered as an authorized vendor in the accounting system. In the accounting system, each vendor must have a Responsible Party indicated in their account information.

All Contracts for services provided to the Association must be approved by the Treasurer and the Responsible Party.

All invoices for services rendered must be signed and dated by the bookkeeper and the Responsible Party before being submitted for payment. All approved invoices will be entered as an accounts payable with a designated payment date.

#### **FINANCIAL PROCEDURE STATEMENT 11-CAPITALIZATION OF FIXED ASSETS.**

All assets acquired that have a gross invoice cost of \$500 or more and a useful life in excess of one (1) year will be capitalized as a fixed asset. The depreciable life of each asset acquired will be established by the Treasurer.

#### **FINANCIAL PROCEDURES STATEMENT 12- CAPITALIZATION OF EXPENSES.**

All expense items in excess of \$4,800 which are prepaid will be capitalized and amortized over the term of the service provided as a result of such prepayment.

#### **FINANCIAL PROCEDURE STATEMENT 13 – PAYROLL PROCESSING Not applicable at this time**

#### **FINANCIAL PROCEDURE STATEMENT 14 – TAXES**

The Treasurer and the Certified Public Accounting Firm used for the annual audit will ensure that all appropriate taxes are filed with Federal, State and Local taxing authorities.

#### **FINANCIAL PROCEDURES STATEMENT 15 – CHANGES TO PROCEDURES**

Financial Procedures may be modified by a majority of Directors at a duly constituted Board Meeting.

**Procedure for Collection of Late Assessments** - revised August 19, 2010

1. **Initial Invoice for Assessment** will be mailed to the owner of record at least 30 days prior to the Due Date, including notification of interest rate.
2. 35 days after the Due Date, if payment has not been received, a **Late Dues Letter #1** will be mailed to the owner of record, including the following:
  - a. Friendly in tone
  - b. Notifies that account is past due, though could be an oversight
  - c. Provides opportunity to challenge the dues if incorrectly assessed
  - d. Notifies the addition of first 30 days' interest to amount due
3. 65 days after the Due Date, if payment has not been received, a **Late Dues Letter #2** will be mailed to the owner of record, including the following:
  - a. More formal in tone
  - b. Notifies that account is delinquent
  - c. Restates amount due including 60 days' interest
  - d. Notifies that if not received by 90 days after the Due Date, account will be turned over to attorney for collection, and attorney's costs and further interest charges will be charged
4. A telephone call will be attempted by the bookkeeper or Treasurer to contact the property owner before the account is passed to the attorney.
5. 95 days after the Due Date, the **account details will be passed to the attorney** for collection including processing a lien on the property and judgment as well.
6. The attorney sends a **final 10-day notice of lien** and judgment proceedings, as required by law.
7. 11 days after final 10-day notice sent, the attorney **executes the lien** and continues with judgment process.

**Regulations for Use of Glenmore Roads & Paths – approved 18 November, 2010.**

**A. Roads**

To promote the safety of residents and visitors, use of the private Glenmore roads will be subject to the following regulations, guided by those which apply to the use of public roads in Virginia with a speed limit of 25mph or less. In particular, the following shall apply:

1. The driver of any motor vehicle using Glenmore roads must hold a valid driving license or learner's permit.
2. Golf carts and utility vehicles are permitted on Glenmore roads, but must be driven by a person holding a valid driving license or learner's permit. Such vehicles using the roads between sunset and sunrise must be equipped with lights.
3. Drivers must follow posted instructions including stop signs and speed limits, and give way to pedestrians or golf carts at marked crossings.
4. Holders of a provisional license or learner's permit must comply with the same passenger restrictions as apply to the use of public roads in Virginia. No person younger than 18 years of age may drive any vehicle or golf cart between the hours of midnight and 4:00 a.m. unless accompanied by a parent, and may not use a cell phone while driving at any time.
5. Motorized skateboards, scooters, and electric-assisted bicycles are permitted, but use by anyone less than 14 years old must be under the immediate supervision of a person who is at least 18 years old. Mopeds may only be driven by a person aged 16 or over.
6. All Terrain Vehicles (ATVs) and go-carts are not permitted on any roads, sidewalks, or trails.

**B. Sidewalks and Paved Walking Paths**

The use of sidewalks and paved walking paths throughout Glenmore will be subject to the following regulations, guided by those which apply to the use of sidewalks on public roads in Virginia. In particular the following shall apply:

1. In addition to pedestrians, the following are permitted to use sidewalks and paved walking paths within Glenmore: Bicycles, electric power-assisted bicycles, skateboards, motorized skateboards, scooters, motorized scooters, self-propelled wheelchairs, and toy vehicles.
2. The following are expressly prohibited from using footpaths: Golf carts, mopeds, ATVs, go-carts, and any other motorized vehicles.

**C. Country Trails**

Paths designated as Country Trails on published maps of Glenmore are intended for use by both equestrians and pedestrians. No motorized vehicles of any kind are permitted on country trails, including golf cars or ATVs, other than as required for maintenance purposes. Dogs on the trails must be kept under close control at all times, and care must be taken not to frighten horses.



Regulation 2011-01

**Guidelines for Installation of Irrigation Systems** – *approved 21 April, 2011.*

**Irrigation System Installation Guidelines**

Approval must be obtained from the ACSA for installation of the system.

Homeowner is responsible for becoming aware of and complying with all ACSA regulations.

Digging up a road or sidewalk in Glenmore is not permitted. Connections must be made by boring underneath roads or sidewalks.

Homeowner must contact the CARB Chair prior to any work being done. CARB may want to approve point of connection to the water main, placement of the back-flow preventer, and plan for screening of the back-flow preventer.

## **GCA Restricted Access Policy**

The GCA Board of Directors may, at its sole discretion, determine that certain individuals, who are not residents of Glenmore, will no longer be afforded unlimited access to the community. This determination will generally, but not necessarily, be made in response to one or more prior instances of inappropriate, dangerous, or potentially criminal behavior, or failing to comply with GCA regulations. Such persons will be classified as either having “No Access” or “Restricted Access”. The determination of category will be entirely at the discretion of the Board, taking into account the nature of the incident and any previous incidents.

### No Access:

The following rules will apply to any individual categorized as having No Access:

- He or she will be denied access to all location within Glenmore.
- He or she may not enter Glenmore in their own or any other person’s vehicle.
- A “No Trespass Notice” will be sent to the individual’s home address, by certified mail with return receipt.
- If he or she is found to be at any location within Glenmore, the police will be informed, and appropriate legal action taken.
- After a period of 12 months the individual may request a review by the GCA Board, which will either remove or extend the No Access designation, or convert it to Restricted Access designation, at its sole discretion. If no such request is received, the existing restriction will remain in effect.

### Restricted Access:

The following rules will apply to any individual categorized as having Restricted Access:

- He or she may not drive any vehicle within Glenmore.
- He or she must arrange for a resident or other guest to provide transportation to and from the gatehouse and the intended destination.
- He or she will not be accepted on any resident’s permanent guest list.
- He or she will not be admitted entry without prior notification of the gatehouse staff from a property owner or Club Member.
- If no such prior notification has been received by the gatehouse, he or she will not be permitted entry, and gatehouse staff will not call any resident or the Country Club to request permission.
- He or she must sign in at the gatehouse prior to entry into the community, indicating the destination, and sign out when he or she leaves the community.

- If he or she visits any area of Glenmore other than the specific location for which admission was granted, this will be regarded as trespassing. The police will be informed, and appropriate legal action taken.
- After a period of 12 months the individual may request a review by the GCA Board, which will either remove or extend the Restricted Access designation at its sole discretion. If no such request is received, the existing restriction will remain in effect.

*Amended and Approved by GCA Board of Directors, 17 May, 2012*

Glenmore Community Association Inc.

## **ASSOCIATION COMPLAINT PROCEDURE**

### **Background**

In accordance with § 55-530 E of the Code of Virginia, every Virginia homeowners association is required to have a written process for resolving association complaints from members and citizens. The procedure is specifically related to non-compliance of common interest community laws, including the Virginia Property Owners Association Act. It does not cover violations of GCA regulations or governing documents, such as the Covenants and Restrictions or Architectural and Landscape Guidelines. This procedure is required to be included in the Association Disclosure Packet.

The GCA is required to provide a process through which such complaints can be filed with, and responded to by the Association. The Association is required to investigate the complaint, render a decision and communicate that decision to the complainant in a prescribed period of time under § 55-530 E. The complainant has the right to appeal an adverse decision by the Association to the Office of the Common Interest Community Ombudsman.

### **Procedure**

1. The complainant, who need not be a Member of the Association, must complete in full the GGA Complaint Form appended to this document, which shall also be made available on the GCA website at [www.glenmore-community.org](http://www.glenmore-community.org). The completed form must be mailed to the Glenmore Community Association, PO Box 93, Keswick, Virginia 22947.
2. Within seven (7) days of receiving the GCA Complaint Form at the above address the GCA will provide an acknowledgement reply to the complainant, using the preferred contact information provided by the complainant on the Form. If sent by regular mail, it shall be registered or certified, return receipt requested. The acknowledgment shall indicate the date, time and place of the GCA Board Meeting at which the complaint will be considered, and may include a request for further information.
3. The Board of Directors of the Association shall review the complaint at its first regular meeting occurring at least seven (7) days after either the receipt of the Complaint Form, or the receipt of any further information requested, whichever is later. If the requested further information is not received within 28 days after its request, the complaint shall be considered nullified.

4. The Board may choose to consult with the Association's attorney or other professional, and may consult with the individual who submitted the Complaint Form, to more fully understand the substance or basis of the complaint, but is not required to do so.
5. The Board shall sent a final written determination to the complainant within (7) days following the regular Board Meeting at which the Complaint Form was reviewed, including specific citations to the applicable governing documents and laws. It shall include the registration number of the Association, as well as notice of the complainant's right to file a Notice of Final Adverse Decision outlined below.

#### **Right of Complainant to File "Notice of Final Adverse Decision" with Ombudsman**

1. If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, the complainant has the right to file a "Notice of Final Adverse Decision" with Virginia's Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB.
2. The notice must be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by Office of the Common Interest Community Ombudsman, shall include copies of supporting documents, correspondence, and other materials related to the decision, and shall be accompanied by a \$25 filing fee. *(The CICB may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member.)*
3. The CICB will provide a copy of the Notice to the Association.
4. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Maryland Drive, Suite 400  
Richmond, VA 23233

(804) 367-2941  
[CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)

*Approved by GCA Board of Directors, 22 November, 2012*

**Glenmore Community Association Inc.**

P.O. Box 93, Keswick, VA 22947

## ASSOCIATION COMPLAINT FORM

*Pursuant to Chapter 29 of Title 55 of the Code of Virginia, this complaint form is to be used by persons who wish to file a written complaint with the Association regarding the action, inaction or decision by the GCA Board of Directors inconsistent with applicable laws and regulations.*

Please attach one sheet of paper which describes the complaint, as well as any requested action or resolution. Include references to the specific facts and circumstances at issue, and the provision of Virginia Laws and regulations that support the complaint. Please also attach any supporting documents, correspondence, or other relevant materials.

Sign, date and print your name and address below, and submit the completed form and attachments to the Association at the address shown above.

\_\_\_\_\_  
*Printed Name*                      *Signature*                      *Date*

*Mailing Address*

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*Glenmore Lot/Street Address*

                Contact Preference: ☐ Email  
Email Address      Phone #      ☐ Mail

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, the complainant has the right to file a notice of final adverse decision with Virginia's Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by Office of the Common Interest Community Ombudsman, shall include copies of any supporting documents, correspondence, and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The CIC Director shall provide a copy of the written notice to the Association. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Maryland Drive, Suite 400  
Richmond, VA 23233  
(804) 367-2941  
[CIOmbudsman@dpor.virginia.gov](mailto:CIOmbudsman@dpor.virginia.gov)

**Glenmore Common Area Review Board Guidelines as of August 23, 2007**

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**Section I - Overview**

**A. Purpose**

Glenmore is planned as a distinctive and unique country club community. In order to maintain a consistent character for the community and to insure that common areas are well maintained, Common Area Guidelines (hereafter referred to as the "Guidelines") have been developed. The Guidelines determine the appropriate use and maintenance for all Glenmore common areas.

**B. Authority and Membership**

The Common Area Review Board (CARB) has been established by the Glenmore Community Association (GCA) Board of Directors as the policy making Board. The membership, appointed annually by the GCA, will consist of at least three, but not more than eleven persons. Ex-officio members will include the GCA Director - Grounds Maintenance, President of the Bremerton Cottage Association and President of the Scottish Homes Association.

**C. Administration**

The CARB shall meet at least annually, or more often as needs dictate, to review policies and operational concerns. The Chairperson of the committee, appointed by the GCA Board of Directors, who functions as the liaison between the GCA and CARB may make policy recommendations to the CARB, bring forth operational questions to the GCA and address homeowner proposals for operational resolution and appropriateness in line with the Guidelines.

**D. Annual Review**

The CARB will review the condition of all Common Areas annually and, together with recommendations from the committee Chairperson, modify guidelines as appropriate for GCA Board approval. An annual report of activities and recommendations will be prepared for the GCA in time for their annual meeting.

**E. Items Requiring Approval**

Any modifications, alterations or additions to the existing terrain or vegetation in common areas must receive prior approval. A request for modification (see Attachment A) shall be submitted to the committee Chairperson who will submit the request along with any recommendations to the GCA Board. Requests will be responded to within 60 days.

**Section II - Common Area Tree Policies**

The Glenmore Community Association Board of Directors, on recommendation of the CARB, will determine if any dead or fallen trees in the Glenmore common areas need to be removed. The decision concerning removal of any tree(s) will be made after consideration of appropriate aspects which may include, but not limited to, safety, erosion control, aesthetics, expense and property owner's requests.

#### **A. Landscaped Areas - (Glenmore Way, Piper Way and Paddington Circle)**

##### **○ *Fallen Trees***

If trees fall in such a way as to cause safety concerns or to impede normal traffic flow, they will be removed as quickly as possible. Consideration may be given to temporary movement to a safe location until full removal can be accomplished. If there are no safety or traffic considerations, removal will be done at an appropriate time as determined by the committee Chairperson.

##### **○ *Dead Trees and Shrubs***

Dead trees and shrubs will be removed at a time to be determined by safety and economic considerations and the visual effect of the situation. The CARB Chairperson will determine an appropriate removal time and method.

#### **B. Natural Areas**

##### **○ *Fallen Trees***

If there are safety concerns, water flow problems or other critical considerations, fallen trees may be removed or cut up and left in place. If a tree is unsightly and its removal is requested by several nearby property owners, removal may be undertaken.

##### **○ *Standing Dead Trees***

Unless there is a safety concern or a possibility that a tree disease may spread, dead trees will not usually be removed. If a dead tree is located immediately adjacent to a homeowner's property, and the owner makes a safety or beautification request, consideration will be given for removal. If there is a safety concern, the tree will be removed or taken down.

#### **C. Tree Planting**

Trees will naturally reforest in common areas cleared for development. Therefore, trees will not usually be planted in common areas unless it is concluded by the GCA that planting of landscaping trees will benefit the entire community because of the prominence of the particular location.

### **Section III - Signs and Mailboxes**

#### **A. Signs**

GCA controls and maintains all of the street signs, roadside information signs (excluding golf course and sales office signs), speed limit signs and Glenmore community signs. It is necessary that the GCA develop and maintain a directory of the precise location and text of each sign so that they may be replaced if destroyed or stolen. The custodian of the directory is the developer. Periodic inspection of signs (perhaps at the time of the annual review) should be done to insure that all signs are in place at their proper location. Since placement of many of these signs was at the specific direction of VDOT, it is important that they be maintained properly. Any damage should be quickly repaired and if a person or company is responsible, they should be required to reimburse GCA for damages. Metal shields have been placed at the grass line of many of these signs (for protection against grass trimmers), and they will also be maintained. All street signs should be painted every 3 to 4 years.

#### **B. Mailboxes**

Mailbox posts and arms and the metal mailboxes attached to them are customarily provided by Glenmore Associates at the completion of home construction. They then become the property of the homeowner.



However, in order to provide a uniform look and to make them as unobtrusive as possible, the GCA has accepted responsibility to paint all mailbox posts and arms every 3 years. The design, exact color and style of the posts, arms and boxes must remain the same as when they were installed. Any subsequent attachments, of any kind including but not limited to Bluebird boxes must be approved by the CARB and conform to the aforementioned painting requirements. Each arm must contain the street address number. Any requests by homeowners for repairs or replacements should be directed to Yardworks Plus, Inc. located in Palmyra, VA., phone - (434) 589-4493

## **Section IV - Maintenance Policies**

### **A. Gatehouse Area**

The Gatehouse Area is defined as that portion of Piper Way extending from the crossover road just to the East of the Gatehouse to the crossover road just to the West of the Gatehouse, and the landscaped areas to the North and South of the Gatehouse. Due to the highly visible nature of this area, it is important that it be maintained in the best possible manner, consistent with budgetary guidelines.

The Gatehouse Area was carefully designed by a landscape architect to introduce and enhance the overall effect of the Glenmore area as well as to present a welcoming image to the community and to visitors. For this reason, any significant change to the area must be carefully reviewed by the CARB and approved by the GCA.

Flowering plants (annuals or perennial) requiring a high level of watering should not be planted. Non-native flowering plants which are not consistent with the historical image of Glenmore should also not be considered.

The semi-circle of holly holly shrubs will be maintained in an unbroken fashion. Edging of the sidewalks and curbs should be done on at least a monthly basis. The maple trees, redbud trees and other large items in the area should be inspected regularly for limb damage and kept weeded and mulched. In the Fall, due to the usual wind action in the area, leaf pick-up will need attention. Leaves should be removed once or twice in the Fall and a final pick-up late in the year when no additional leaves will be blown into the area. Turf maintenance can follow the same procedures as for the remainder of Piper Way.

### **B. Piper Way/Paddington Circle/Glenmore Way Areas**

These "Spine Roads" carry the bulk of Glenmore traffic and should receive a high level of turf and landscape maintenance. Glenmore Way is a state road but authority has been granted for GCA to maintain the turf areas. Mowing should generally be done on a weekly basis during April, May, June, September and October. During the months of July, August and November mowing may be done every 2 weeks. This schedule may need to be modified on a weekly basis due to drought conditions. All areas should be trimmed when mowed, except the barricade railing posts which can be trimmed every other mowing period. Mowing/trimming should be up to the treeline on both sides of the roads and in the entire median areas. Roadside areas in front of vacant lots will be included, but roadsides in front of private homes will not be mowed by GCA.

Pre-emergent weed (crabgrass) killer should be applied according to State recommendations each Spring. Light fertilization may also be considered in the Spring. In the Fall, a satisfactory fertilizer should be applied. Bare spots in the turf should be seeded in the Fall when the fertilizer is applied. Annual core aeration should also be considered for some or all of the turf areas. The application rates and timing of these events should be carefully coordinated by the GCA and the contractor.

Mulch areas around the trees in the median areas should be maintained with an annual or semi-annual "refreshment" and/or addition of new mulch *in such a way that mulch is not touching the trunk or root-flare of the tree*. Weeding of the mulched area should be done at the time of mulch application. This is important

in allowing the maximum amount of rainwater to penetrate the tree roots and to reduce damage to tree trunks at the ground line from mowing equipment. Periodic inspection of the trees for limb damage, trimming needs and fertilization should be done by a certified arborist, and the recommendations followed as appropriate.

Special landscape areas are located at the Route 250 entrance and at the Southside of the Piper/Wallingford intersection. These areas feature flat rock retaining walls that must be periodically inspected and repaired as necessary. The shrubbery within the landscaped intersection must be kept weeded and mulched, and maintained in an attractive manner. The "Park Bench Parks" at the Piper/Wallingford intersection, the north side of the pond on Piper Way across from the 1st green and at the pond on the 7th tee must be regularly weeded and mulched, and maintained in an attractive manner. The benches should be painted by the contractor when the mailbox post painting takes place.

#### **C. Side streets (cul-de-sacs) off of Piper Way/Paddington Circle**

The roadside portion of unfinished (vacant) lots, for all streets other than Piper/Paddington, will be mowed each 3 to 4 weeks. The mowing will generally be up to the treeline, bottom of the drainage ditch or to another appropriate place near the road (30 feet, more or less). Appropriate trimming will be included. As soon as construction begins on a house on the lot, this maintenance may stop.

The preferable treatment of other common areas off of the spine roads will generally be as a "natural area". Due to the large amount of mowed turf on the golf course, the maintained roadsides and on homeowner lots, GCA should protect as much as possible our other areas as habitats for wildlife, watershed and natural beautification.

#### **D. Bremerton Cottage Area**

Adjacent to the Bremerton Cottage area to the South and West of Paddington Circle is a narrow common area. This area extends from Piper Way to Bremerton Lane (South end), and is between the road right-of-way (currently mowed turf) and the rear of the cottage properties. The boundaries of this area are very irregular and vary from lot to lot. The area is unique and important to the GCA because of its high visibility to automobile and pedestrian traffic on Paddington Circle. In nearly all cases, the area is natural and no maintenance is being done by the adjacent property owners. Maintenance of this area includes necessary tree removals and general upkeep to insure a satisfactory appearance, as determined by the GCA. No turf maintenance is to be done. It is preferable that this area remain a "natural area" as much as possible, and provide a buffer between Paddington Circle and the adjacent homes. Cottage owners are encouraged to keep their portion of the area free of debris and remove downed branches. Any significant changes to the current landscape status must be submitted to the GCA for their written approval.

Maintenance of this area does not include the Bremerton Cottages sign and landscaped garden on the corner of Piper Way and Paddington Circle. It also does not include the maintenance of the drainage areas that run through the cottage area to Paddington Circle.

#### **E. Mini-Parks and Other Special Areas**

Mini-parks are GCA common areas not on Piper Way or Paddington Circle that have significant frontage on a paved street and may impact the "streetscape" of the nearby neighborhood. Presently, five such areas have been identified:

- Circular area at the Southend of Darby Road, entirely surrounded by Darby Road.
- Common areas at the corner of Sandown Park Road and Sandown Lane, including the area adjacent to the pumping station.
- Common areas adjacent to the road at the end of Perth Court.
- Northside of Kingsbridge Lane.
- Highland Park in the Scottish Homes.

Presently, these areas are receiving only the normal 3 to 4 week vacant lot mowing. Consideration can be given by the GCA for additional services such as more frequent mowing, shrubbery and tree planting, improved turf seeding and brush and weed clearing. This must be balanced with the policy of preferring natural treatment for most common property, and being assured that all nearby homeowners are in favor of any planned improvements.

## **F. Contracts**

Contractual arrangements shall be negotiated on a timely basis which provides competitively priced service for the turf and landscape specifications required by the GCA. Good procurement practices assure that the contractor(s) are financially sound, reliable, trustworthy, economical and provide high quality service. The contract should include provisions for liability, work rules, specific work expected, quality, licenses and payment. These provisions should protect both the GCA and the contractor. A copy of the current contract is included as Attachment B.

## **G. Pond Areas**

There are presently four pond areas for which the GCA has responsibility:

- North side of Piper Way across from the first fairway.
- Westside of Paddington Circle adjacent to the seventh tee (jointly with the GCC).
- Section "S" pond.
- The right side of Newbridge Rd. going up the hill to section Q2.

Generally, there should be little to do in the way of maintenance of these ponds. The common areas at the edge of the ponds should be retained in a natural and undeveloped manner, and adjacent homeowners should not be allowed to extend their lawns or landscaping to the edge of the water. Clear signs must be placed at each pond showing that no swimming, boating, fishing or skating is allowed.

Advised by a professional pond specialist, GCA may decide to undertake special measures to ensure the ponds continue to be attractive community assets. These measures may include:

- Stocking with sterile carp (permit required) or other fish, which eat many varieties of plant growth.
- Tinting the water to retard development of algae.
- Restriction of fertilization on adjacent properties.
- Aeration with a water spray or fountain.
- Skimming of the surface to collect undesirable vegetation.
- Additional controls on water ingress and egress.
- Placement of chemical insecticides and/or herbicides into or on the water.

## **Section V - Use of Common Areas**

### **A. Private Use**

Private use of common areas adjacent to a homeowner's property is limited to mowing and planting and is not for the sole and exclusive use of any homeowner.

### **B. Plantings in Common Areas**

All plantings in common areas are at risk. Should utility lines need to be accessed or if the GCA desired to open areas for walking or riding trails or if maintenance of any kind must be undertaken, plantings may be removed or damaged and replacement is not guaranteed.

All planting in the common areas must first have the approval of the CARB.

It is recommended that plantings be native to the area.

Hedges and barrier type plantings to limit access or restrict views are not permitted.

Any use of common areas for transit or temporary private use must be followed by complete clean-up and a return to the area's original condition. This may include re-seeding and core aeration.

**C. Pet Waste**

No common area will be used as the depository for pet waste. Pet owners are responsible to dispose of their pet's waste through use of their own private trash disposal.

**Attachment A**

**REQUEST FOR MODIFICATION TO COMMON AREA**

Submit to GCA Director - Ground Maintenance

Lot and Section Number:\_\_\_\_\_ Owner Name:\_\_\_\_\_

Date Submitted:\_\_\_\_\_ Address:\_\_\_\_\_

\_\_\_\_\_

Date Reviewed:\_\_\_\_\_ Phone:\_\_\_\_\_

Common Area Location:

Purpose of Submission:

Action Taken By Committee:

## **Attachment B**

### **CONTRACT**

#### **GLENMORE COMMUNITY ASSOCIATION**

##### **Maintenance of Common Areas**

### **1.0 GENERAL PROVISIONS**

1.1 This document constitutes a firm contract, binding both the Contractor and the Glenmore Community Association (GCA) to all provisions herein for their mutual benefit when properly executed and signed. It is agreed that both the Contractor and GCA desire to protect and improve the appearance and quality of GCA common areas at a minimum cost.

1.2 The Contractor accepts full responsibility for damage to property or persons in the course of performing work under this contract, or during ingress or egress from property belonging to members of the GCA, either individually or collectively. In the event of disagreement concerning responsibility, withholding of payment or assessment of damages, each party shall appoint one representative and these shall select a third person. These three persons shall resolve the disagreement, with the resolution binding on both parties.

1.3 The Contractor agrees that GCA is exempt from any liability for damage, injury or death arising out of the work performance of the contractor during any period in which the Contractor, or any agency or employee of the Contractor, is present on GCA property.

1.4 The Contractor must provide a Certificate of Insurance showing proof of Workman's Compensation Insurance coverage, and liability insurance in a minimum amount of \$300,000/\$500,000.

1.5 The Contractor agrees that all persons brought on GCA property pursuant to this contract shall be deemed to be employees of the Contractor, and the Contractor will be solely responsible for all applicable employment fees and expenses including wages, taxes, workman's compensation and unemployment insurance.

1.6 Should acts of nature or unusual natural phenomenon prevent the Contractor from performing in an acceptable or timely manner, every reasonable effort will be made by the Contractor to correct the deficiency as quickly as possible. If conditions prevent satisfactory performance, upon notice to GCA, the Contractor and GCA will mutually agree to modify the next payment.

1.7 The Contractor will procure and pay for any and all permits and licenses that may be required for the performance of this contract.

1.8 The Contractor must warrant as follows:

a. That it is financially solvent and competent to perform the work required, and that it has or will obtain satisfactory supplies and equipment for the performance of this contract.

b. That it is familiar, and in compliance with, all federal, state and county laws, ordinances and regulations that in any way may affect the contracted work or those employed by the Contractor.

c. That it is satisfied with the nature and the location of the work, the quality and quantity of the surface and soil to be encountered, the type of equipment required, and the local conditions which may affect contract performance.

1.9 All official contact between the GCA and the Contractor will be carried out on behalf of the GCA by one member, whose name shall be given to the Contractor by the President of the GCA, and who shall be referred to as the Chairman of the Maintenance Committee (Chairman), except that the President of the GCA, under unusual circumstances, may have official communication with the Contractor.

## **2.0 SPECIFIC PROVISIONS**

2.1 This contract will come into force on April 1, 20\_\_ contingent upon the timely signing by both parties, and will terminate on November 30, 20\_\_.

2.2 Both parties agree that the total price for all services and materials will be:

Mowing  
Seeding  
Guardpost Trim  
Fertilizing  
Total

Materials to be used will be:

Grass seed - Rebel II Supreme 4-Way Mix  
Fertilizer - 25-5-12 Slow Release  
Application Rate - 5 Pounds Per 1000 Sq. Ft.  
Weed Killer - Barricade with 12-5-5 Fertilizer

2.3 GCA will pay the full amount in 9 monthly installments of \$\_\_\_\_\_ by the 5th of each month beginning in April and ending with the final payment of \$\_\_\_\_\_ on December 5, 20\_\_.

2.4 At the end of each month, the Contractor will provide the Chairman with a statement (bill) and a report (sample attached) of all work performed during that month.

## **3.0 WORK AND MATERIAL SPECIFICATIONS**

### **3.1 Turf Cutting**

All turf areas designated as "A" areas on the Contract Addendum-Map shall be mowed at least once each 7 days during the months of April, May, June, September and October and at least once each 15 days during the months of July, August and November. Areas designated as "B" areas (6' walking paths) shall be mowed each 3 to 4 weeks during the entire contract period. Unoccupied lots not located on Piper Way, shall have their roadside areas mowed on the same schedule as "B" areas. "C" areas (general clearing) shall be mowed on or about May 15, June 30 and October 31.

### **3.2 Trimming**

Turf trimming (weed whacker) shall be performed around or over all objects which cannot be effectively cut by mower in the "A" and "B" areas on the same schedule and on the same day as the turf cutting. All guardrail posts shall be trimmed every other mowing period.

### **3.3 Weed Control**

Pre-emergent weed control chemicals for crabgrass will be applied in the Spring to all "A" areas at a time recommended by the Contractor and approved by the Chairman.

### **3.4 Fertilization/Aeration**

An appropriate balanced lawn food as recommended by the Contractor and approved by the Chairman shall be applied in the Fall to all "A" and "B" turf areas. At the same time, all "A" areas will be appropriately aerated.

### **3.5 Seeding**

Seeding of all bare and thin areas will be done in the Fall in all "A" and "B" turf areas. Adequated amounts of blended turf type grass seed will be used at a rate of one pound per 1000 square feet on thin areas and at a higher rate on bare areas. Areas to be seeded will be appropriately prepared before seeding and covered by straw or other suitable material after seeding.

### 3.6 Debris and Leaf Removal

Prior to each mowing operation, any fallen branches and excessive amounts of leaves shall be moved to nearby GCA common areas. Any debris (paper, cans, bottles, etc.) in the turf areas shall be removed and disposed of by the Contractor. All road post markers must be in proper position at the conclusion of mowing.

Contractor

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

GLENMORE COMMUNITY ASSOCIATION

By , Chairman - Maintenance

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



GLENMORE COMMUNITY ASSOCIATION, INC.

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2012

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## Table of Contents

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	<u>Page</u>
Independent Auditors' Report	1-2
<b>Financial Statements:</b>	
Balance Sheet	3
Statement of Revenues, Expenses, and Changes in Members' Equity	4
Statement of Cash Flows	5
Notes to Financial Statements	6-9
<b>Supplementary Information:</b>	
Supplemental Schedule of Expenses	10
Supplementary Information on Future Major Repairs and Replacements (Unaudited)	11

# ROBINSON, FARMER, COX ASSOCIATES

A PROFESSIONAL LIMITED LIABILITY COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

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## Independent Auditors' Report

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To the Board of Directors  
Glenmore Community Association, Inc.  
Keswick, Virginia

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of Glenmore Community Association, which comprise the balance sheet as of December 31, 2012, and the related statements of revenues, expenses, and changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Glenmore Community Association as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## ***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedule of expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Association's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

## ***Disclaimer of Opinion on Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that supplementary information about future major repairs and replacements on page 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## ***Report on Summarized Comparative Information***

We have previously audited the Glenmore Community Association's 2011 financial statements, and our report dated May 4, 2012, expressed an unqualified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2011, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Robinson, Tanner, Cox Associates*

Charlottesville, Virginia

May 13, 2013

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Balance Sheet**

**At December 31, 2012**

**With Comparative Amounts for 2011**

<b>Assets</b>	<b>2012</b>	<b>2011</b>
Cash available for operations	\$ 414,255	\$ 287,887
Cash designated for reserves	469,790	449,870
Receivables:		
Dues and assessments, net	7,064	6,913
Note	-	80,000
Accounts	14,119	14,028
Interest	-	1,599
Property and equipment, less accumulated depreciation	33,476	27,519
Total assets	\$ 938,704	\$ 867,816
<b>Liabilities and Members' Equity</b>		
<b>Liabilities:</b>		
Accounts payable	\$ 30,352	\$ 26,530
Income taxes payable	11,603	308
Deferred income taxes payable	-	16,131
Total liabilities	\$ 41,955	\$ 42,969
<b>Members' Equity:</b>		
Reserved:		
Common area improvements	\$ 343,794	\$ 333,706
Storm emergency	45,000	45,000
Controlled access and security	30,996	21,164
Contingency	50,000	50,000
Unreserved	426,959	374,977
Total members' equity	\$ 896,749	\$ 824,847
Total liabilities and members' equity	\$ 938,704	\$ 867,816

The accompanying notes to financial statements are an integral part of this statement.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Statement of Revenues, Expenses and Changes in Members' Equity**

**Year Ended December 31, 2012**

**With Comparative Amounts for 2011**

	<u>2012</u>	<u>2011</u>
<b>Revenues:</b>		
Regular assessments	\$ 652,348	\$ 605,492
Late fees	1,788	616
Interest	2,113	6,055
Other	<u>4,650</u>	<u>3,790</u>
Total revenues	\$ <u>660,899</u>	\$ <u>615,953</u>
<b>Expenses:</b>		
Capital expense	\$ 4,625	\$ -
Communication	2,117	6,513
Contingency	5,050	3,717
Depreciation	4,183	2,964
Management and administration	52,958	59,634
Property operation and maintenance	321,739	380,053
Safety and controlled access	<u>198,325</u>	<u>171,710</u>
Total expenses	\$ <u>588,997</u>	\$ <u>624,591</u>
Excess (deficiency) of revenues over expenses	\$ 71,902	\$ (8,638)
Members' equity, beginning of year	<u>824,847</u>	<u>833,485</u>
Members' equity, end of year	\$ <u><u>896,749</u></u>	\$ <u><u>824,847</u></u>

The accompanying notes to financial statements are an integral part of this statement.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Statement of Cash Flows**  
**Year Ended December 31, 2012**  
**With Comparative Amounts for 2011**

	<u>2012</u>	<u>2011</u>
<b>Cash flows from operating activities:</b>		
Excess (deficiency) of revenues over expenses	\$ 71,902	\$ (8,638)
Adjustments to reconcile excess (deficiency) of revenue over expenses to net cash provided (used) by operating activities:		
Depreciation	4,183	2,964
Provision for uncollectible dues	500	-
(Increase) decrease in:		
Dues and assessments receivable	(651)	5,428
Note receivable	80,000	20,000
Accounts receivable	(91)	17,721
Interest receivable	1,599	300
Increase (decrease) in:		
Accounts payable	3,822	(6,211)
Income taxes payable	11,295	(602)
Deferred income taxes	(16,131)	-
Net cash provided (used) by operating activities	\$ 156,428	\$ 30,962
<b>Cash flows from Investing activities:</b>		
Acquisition of equipment	(10,140)	(10,344)
Net increase (decrease) in cash	\$ 146,288	\$ 20,618
Cash at beginning of year	<u>737,757</u>	<u>717,139</u>
Cash at end of year	<u>\$ 884,045</u>	<u>\$ 737,757</u>

The accompanying notes to financial statements are an integral part of this statement.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Notes to Financial Statements  
As of December 31, 2012**

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**NOTE 1-REPORTING ENTITY:**

**Nature of Activities:**

Glenmore Community Association, Inc. is a non-stock Virginia corporation and consists of 759 residential lots in a planned unit development located in Albemarle County, Virginia. The Association is responsible for the preservation, operation and maintenance of the common property and roads within the Glenmore development, and also provides certain security services for the development.

**NOTE 2-SIGNIFICANT ACCOUNTING POLICIES:**

**Basis of Accounting**

The accounts and records of the Association are maintained on the accrual basis of accounting. The Association does not utilize fund accounting for internal or external financial reporting.

**Cash and Cash Equivalents**

For purposes of cash flows, cash and cash equivalents consist of all cash on hand and in banks.

**Member Assessments**

Association members (property owners) are subject to annual assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent dues receivable from members less an allowance for uncollectible accounts of \$3,000. The Association's policy is to retain legal counsel and place liens on the development properties whose assessments are substantially delinquent. Receivables are considered delinquent when amounts have not been received within 30 days of their due dates. Late payment fees are assessed on delinquent accounts. Receivables are written off when all collection efforts have been exhausted.

The Association computes its allowance for uncollectible accounts based on specific account analysis and other considerations.

**Fixed Assets - Common Areas, Property and Equipment**

The Association holds title to its common areas, roads and personal property (vehicles and equipment). Its policy for recognizing common property (including roads) in its balance sheet is determined by whether the property can be sold for cash while retaining the sale proceeds, or if the property is used to generate significant cash flows from members and nonmembers on the basis of usage. Since the Association common areas cannot be sold and such common areas do not contain amenities which generate significant cash flows from members and nonmembers for usage, the common areas and roads have not been capitalized and reported in the balance sheet.

Personal property (a vehicle with a cost of \$20,790, and the license plate recognition system with a cost of \$20,484) have been recorded at cost and are depreciated over their estimated useful life (7 years) using the straight line method of depreciation. Depreciation expense was \$4,183 for 2012 and total accumulated depreciation at December 31, 2012 is \$7,598.



**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Notes to Financial Statements  
As of December 31, 2012 (Continued)**

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**NOTE 2-SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)**

**Use of Estimates:**

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Comparative Amounts:**

Comparative amounts for the prior year are presented for information purposes only. Certain prior year amounts in the Balance Sheet (allocation of cash) and in the Supplemental Schedule of Expenses have been reclassified to be comparable to the current year presentation.

**NOTE 3-DEPOSITS:**

The Association requires all investments of cash to be in federally insured accounts or collateralized with U.S. Government securities. At December 31, 2012 all of the Association's cash funds were held in federally insured bank accounts.

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are (1) uncollateralized, (2) collateralized with securities held by the pledging financial institution, or (3) collateralized with securities held by the pledging financial institution's trust department or agent but not in the Association's name. At December 31, 2012 no significant amount of deposits were exposed to custodial risk.

**NOTE 4-NOTE RECEIVABLE:**

At December 31, 2011 the Association was owed \$80,000 from Glenmore Country Club, LLC. This note was dated May 14, 2010, included interest at the rate of 3% per annum and was payable over five years with principal payments of \$20,000 per year, plus accrued interest each May 14. This note resulted from the assumption of certain liabilities due to the Association by Glenmore Associates at the date of the purchase of the Glenmore Country Club from Glenmore Associates by Glenmore Country Club LLC. All other amounts due from Glenmore Associates, the developer of the Glenmore community, were settled upon the closing of the sale of the Glenmore Country Club. This note was secured by real estate located in the Glenmore community.

Included in the note balance are interest charges of \$59,411 on various obligations that were determined to be owed by Glenmore Associates to the Association at the date of the sale of the country club. The note was paid in full, plus accrued interest, on March 15, 2012.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Notes to Financial Statements  
As of December 31, 2012 (Continued)**

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**NOTE 5-INCOME TAXES:**

The Association elected to be taxed as a Homeowner's Association under Section 528 of the Internal Revenue Code. Under that election, the Association is taxed on its nonexempt function income, such as interest earnings, less expenses directly associated with the production of such income. Exempt function income, which consists primarily of member assessments, is not taxable. The Association utilizes the cash basis for income tax reporting. The tax returns for the 2009, 2010, 2011 and 2012 tax years remain open for examination by federal and state tax authorities.

Income taxes payable consist of net amounts currently due of \$11,603 (\$12,040 federal balance due, net of overpayment of state taxes of \$437). In the prior year amounts estimated to be due (deferred - \$16,131) on interest income of \$59,411 which is included in the note receivable from Glenmore Country Club LLC (see Note 4) were reported. Since the Association reports its income and expenses on a cash basis for income tax purposes, the estimated effect of the timing difference of receipt of the interest income was recorded as a deferred tax liability in prior years using a state income tax rate of 6% and an estimated average federal income tax rate of 22.5%. The estimated federal income tax rate considers that the Association may file as a regular corporation (estimated 15% tax rate) or as a Homeowner's Association (30% tax rate).

**NOTE 6-FUTURE MAJOR REPAIRS AND REPLACEMENTS:**

The Association is required by law to have a reserve study performed at least once every five years, and to review reserve requirements annually. In December 2010, the Association's Board of Directors prepared a reserve study and incorporated its requirements and funding into its 2012 budget.

The reserve study was prepared by committees of the Board of Directors and others in the Glenmore community. This study estimated the replacement cost of significant common area assets and other items as deemed appropriate by the Board. The Association does not maintain a separate replacement fund, but reserves equity for the amounts required in the approved funding program. Actual expenditures for the major repairs and replacements may vary from the estimated amounts, and the variations may be significant. Therefore, amounts set aside or reserved at December 31, 2012 may not be adequate to meet future needs. If additional funds are needed, however, the Association's Board of Directors has the right to increase regular assessments or levy special assessments, or may delay major repairs and replacements until the funds are available.

**NOTE 7-DEVELOPMENT IMPACT FEES:**

Effective January 1, 2012 the Association began the assessment of a one-time "impact fee" of \$500 per lot on lots developed in the Leake and Livengood sections of the Glenmore Community. In the event the lot is owned by a developer or builder for sale to a third party, the payment of this fee may be deferred until the settlement of the sale of the improved lot or occupancy of the house, whichever occurs first. This fee increases to \$1,000 per lot on January 1, 2013 and continues until January 1, 2019 when the fee will increase to \$1,500. After January 1, 2019 the fee will increase annually based on the National Highway Construction Cost Index issued by the Federal Highway Administration, or its equivalent.

GLENMORE COMMUNITY ASSOCIATION, INC.

Notes to Financial Statements  
As of December 31, 2012 (Continued)

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**NOTE 8-SUBSEQUENT EVENTS/DATE OF MANAGEMENT'S REVIEW:**

Subsequent events have been evaluated through May 13, 2013 the date financial statements were available for issuance. The following is the only known significant subsequent event that has occurred through that date which is required to be reported or disclosed.

An agreement with the developer of the Livengood section of the Association to pay a \$50,000 traffic abatement fee to the Association upon the commencement of construction in such area of the development has been amended to waive such fee in exchange for providing a seat on the Architectural Review Board to the Association. This action allows the Association to have input on new construction in the development area.

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Supplemental Schedule of Expenses  
Year Ended December 31, 2012  
With Comparative Amounts for 2011**

	<u>2012</u>	<u>2011</u>
<b>Capital Expense</b>	\$ 4,625	\$ -
<b>Communication</b>		
Miscellaneous	\$ 164	\$ 4,863
Newsletter	1,177	892
Website	776	758
Total communication	\$ 2,117	\$ 6,513
<b>Contingency</b>	\$ 5,050	\$ 3,717
<b>Depreciation</b>	\$ 4,183	\$ 2,964
<b>Management and Administration</b>		
Administrator/transcription	\$ 14,000	\$ 4,000
Attorney	2,214	8,415
Auditor	6,000	6,000
Bookkeeping	6,000	6,000
Compliance officer	2,000	2,000
Federal income tax	4,974	1,651
Insurance	6,479	9,753
License and other tax	1,597	1,692
Maintenance manager	8,000	8,000
Miscellaneous	221	604
Office supplies and postage	775	2,611
State income tax	198	357
Provision for uncollectible dues	500	8,551
Total management and administration	\$ 52,958	\$ 59,634
<b>Property Operation and Maintenance</b>		
Animal control	\$ -	\$ 225
Landscape maintenance, mulch, leaf and limb removal	41,785	58,471
Maintenance of ponds and dams	9,700	9,643
Multi-use trails	362	-
Pond utilities	4,667	6,603
Rentals	956	1,029
Road resurfacing and repair	170,934	226,672
Seasonal vegetation	-	595
Sign and mailbox post maintenance	8,582	2,406
Storm emergency	8,470	1,281
Storm water and infrastructure maintenance	-	608
Trash pickup	4,438	5,475
Tree additions and replacements	3,278	3,136
Turf maintenance contract	64,910	63,684
Walking paths	3,657	225
Total property operation and maintenance	\$ 321,739	\$ 380,053
<b>Safety and Controlled Access</b>		
Building maintenance and repairs	\$ 3,601	\$ 2,025
Computer hardware and software	-	1,487
Crime safety	27,135	25,244
Equipment maintenance	2,978	3,304
Guard contract	205,610	205,027
Guard contract reimbursement	(51,058)	(75,026)
Supplies	3,011	2,006
Utilities	5,085	5,227
Vehicle expenses	1,963	2,416
Total safety and controlled access	\$ 198,325	\$ 171,710
<b>Total expenses</b>	\$ 584,372	\$ 624,591

**GLENMORE COMMUNITY ASSOCIATION, INC.**

**Supplementary Information on Future Major Repairs  
and Replacements (Unaudited)  
At December 31, 2012**

The Association's Board of Directors conducted a study in December 2010 to estimate the remaining useful lives and the replacement costs of the components of common property. These estimates were prepared from information obtained by various Association committees and individuals in the community. Replacement costs were based on the estimated costs to repair or replace the common property components as of the date of the study, or December 2010. These estimates do not take in to account the effects of inflation between the date of the study and the date that the components will require repair or replacement.

Components	Estimated Remaining Useful Life (Years)	Estimated Current Replacement Cost	Designated for Repairs and Replacements December 31, 2012
<b>Common Area Improvements</b>			
Roads	N/D	\$ 275,000	\$ 250,000
Dams	N/D	40,000	40,000
Pond equipment	5	3,530	3,530
Walking paths	15	100,000	20,001
Storm water culverts and basins	20	20,000	20,000
Fences	20	18,420	2,763
Sign and mailbox posts	5	14,000	7,500
		<u>470,950</u>	<u>343,794</u>
Total common area improvements		\$ 470,950	\$ 343,794
<b>Storm Emergency</b>			
Snow	1	\$ 35,000	\$ 35,000
Wind damage	N/D	10,000	10,000
		<u>45,000</u>	<u>45,000</u>
Total storm emergency		\$ 45,000	\$ 45,000
<b>Controlled Access and Security</b>			
Entry gates	8	\$ 8,000	\$ 3,000
Cameras	5	N/D	7,521
Computers	5	N/D	1,000
Software	5	N/D	3,300
Access control panel	4	N/D	1,125
Other office equipment	N/D	N/D	750
Generator	10	N/D	5,000
Lightning/electrical failure equipment	15	N/D	1,200
Patrol vehicle	8	N/D	8,100
		<u>8,000</u>	<u>30,996</u>
Total controlled access and security		\$ 8,000	\$ 30,996
Total		<u>\$ 523,950</u>	<u>\$ 419,790</u>

N/D = Not Determined